



FAIRFAX COUNTY PARK AUTHORITY

M E M O R A N D U M



TO: Chairman and Members
Park Authority Board

VIA: Michael A. Kane, Director

FROM: Lynn Tadlock, Director
Planning and Development Division

DATE: April 5, 2006

Agenda

Planning and Development Committee
Wednesday, April 12, 2006 – 4:30 p.m.
Board Room – Herrity Building
Chairman: Winifred S. Shapiro

1. Approval – Request for Land Dedication for RZ/FDP 2005-PR-041, Merrifield Town Center – Administrative*
2. Approval – Lawyer's Road Park Master Plan – Action*
3. Approval – Extension of Open End Contracts for Professional Services – Action*
4. Approval – License Agreement Between Fairfax County Park Authority and Washington D.C. SMSA Limited Partnership in Pimmit Run Stream Valley Park– Action*
5. Approval – Placement of Donor Name Plates at The Turner Farm – Action*
6. Funding for Capital Projects – Action (will be distributed to Board Members on Monday, April 10, 2006)
7. Stringfellow Road Improvements – Preliminary Planning and Design – Information*
8. Comments on Countywide Transportation Plan Update – Information*
9. Public Notification Prior to Installation of Artificial Turf – Discussion*
10. Closed Session
 - Land Acquisition Matters

*Enclosures

cc: Timothy K. White
Leadership Team

Board Agenda Item
April 26, 2006

ADMINISTRATIVE -

Approval – Request for Land Dedication for RZ/FDP 2005-PR-041 Merrifield Town Center (Providence District)

ISSUE:

Approval of staff comments pertaining to the rezoning application for RZ/FDP 2005-PR-041 Merrifield Town Center, located on Tax Maps 49-3((1)) 80A & 80B. The Development Plan proposes 823 dwelling units, plus approximately 650,000 square feet of commercial space on approximately 27 acres. The proposal will add approximately 1,737 residents to the current population of Providence District.

RECOMMENDATION:

The Park Authority Director recommends approval of the following summary comments regarding RZ/FDP 2005-PR-041 Merrifield Town Center:

- The Park Authority requests that the applicant dedicate to the Park Authority the approximate 0.7 acre area shown on the Final Development Plan as "North Park" (Vicinity Map, Attachment 1; Requested Dedication, Attachment 2). This area abuts an open space of 0.38 acres that has been dedicated to the Park Authority pursuant to RZ/FDP 2003-PR-009 Uniwest/Merrifield Town Center Proffers dated February 20, 2004.
- The Park Authority requests the applicant enter into a maintenance agreement with the Park Authority whereby the applicant shall assume the permanent responsibility to maintain the park and pay for all utilities used in the park.
- The Park Authority requests that the open space resulting from the combination of North Park and the Uniwest development park be named "Merrifield Park."

TIMING:

Board action is required on April 26, 2006. It is anticipated that the Planning Commission will be scheduling a public hearing to review this case in May.

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BACKGROUND:

There is a significant deficit of parkland and recreation facilities in this area as acknowledged by the County Comprehensive Plan. The Plan cites the need for provision of new neighborhood park facilities in conjunction with new residential development. The proposal will add approximately 1,737 residents to the current population of Providence District.

In February 2004, Uniwest Group, the developers of a portion of the greater Merrifield Town Center, proffered dedication of the 0.38-acre park to be constructed pursuant to RZ 2003-PR-009 to the Park Authority. The Uniwest development park abuts the "North Park" proposed by this applicant. Dedication of the 0.7 acre North Park area to the Park Authority provides a unique opportunity to create a significant open space within a dense urban environment.

In order to offset the impact caused by the proposed development to existing Park Authority recreational facilities, the applicant should provide \$785,965 worth of park and recreational facilities, of which at least \$460,180 should be used for the development of a new neighborhood park.

FISCAL IMPACT:

The costs of developing and maintaining the new park will be borne by the developer.

ENCLOSED DOCUMENTS:

Attachment 1: Merrifield Town Center Vicinity Map

Attachment 2: Merrifield Town Center Requested Dedication

STAFF:

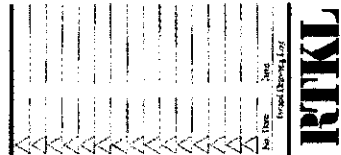
Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Lynn S. Tadlock, Director, Planning and Development Division

Sandra Stallman, Manager, Park Planning Branch

Irish Grandfield, Planner, Park Planning Branch



1116
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 1118
 1119
 1120

LANDSCAPE PLAN

C. 475-55 100 24-04-005
 Issue Date 2-07-06
 Exp. Review 12-9-2005
 SHEET 9A OF 12






L-101 REVERSE
SHEET 9A OF 12

Property requested to be dedicated to FCPA, approximately 0.70 acres

Property dedicated to FCPA,
February 2006, pursuant to RZ 2003-PR-09

Note 1: See Sheets 11A and 11B for street sections.
 Note 2: No existing vegetation to be preserved.
 Note 3: No screening or barriers required on North and West peripheries and no landscaping or cover requested at South and East Peripheries.

Legend

- Legend**
-  Lawn or Planted Area
 -  Specialty Paving
 -  Hardscape Material
 -  Canopy Tree
 -  Ornamental Tree

Park Area Calculation

South Park	24,000 SF	0.55 ac
East Park	6,000 SF	0.18 ac
North Park	26,000 SF	0.90 ac
Total	56,000 SF	1.63 ac

Board Agenda Item
April 26, 2006

ACTION -

Approval – Lawyers Road Park Master Plan (Hunter Mill District)

ISSUE:

Approval of the Master Plan (General Management Plan and Conceptual Development Plan) for Lawyers Road Park.

RECOMMENDATION:

The Park Authority Director recommends approval of the Master Plan for Lawyers Road Park.

TIMING:

Board action is requested on April 26, 2006, in order to maintain the project schedule.

BACKGROUND:

On October 12, 2005, the Park Authority Board reviewed the draft Lawyers Road Park Master Plan and directed staff to proceed to a public hearing. The hearing was initially advertised during November and December 2005 for a date of December 15, 2005. Inclement weather forced cancellation of the originally scheduled meeting and the public hearing was re-advertised in January. The Public Hearing occurred on January 26, 2006.

The advertising consisted of a posting on the Park Authority web site, letters to property owners and registered community associations in proximity to the park, on-site signage placed along Lawyers Road, McDuff Court, and McChesney Court and advertisements in the Fairfax Connection. A summary of the public hearing meeting is included as Attachment 1.

Seven speakers provided testimony at the public hearing for Lawyers Road Park. The issues identified by the speakers primarily related to the traffic impacts of the park on Lawyers Road and the pedestrian access from McDuff and McChesney Courts in the Glencannon subdivision.

The public comment record remained open for written comments through February 27, 2006. A total of eighteen comments were received between October and the closing of the public comment period (see Attachment 2 for the summary of written public

comments). The written comments largely focused on the same two issues of traffic impacts on Lawyers Road and pedestrian access.

Traffic

The primary concern identified at the public hearing and in the public comment record is for safe entrance and exit from Lawyers Road. The current average traffic volume on Lawyers Road is over 11,000 trips per day. The typical amount of traffic generated for Local Parks with similar facilities to those proposed at Lawyers Road Park is between 50 and 130 average vehicle trips per day during peak usage. These numbers indicate that the park will contribute one-percent or less of the traffic on Lawyers Road.

At the time of site development, we expect to provide major road frontage improvements along Lawyers Road that likely include expanded lane width, sight line and drainage improvements, and the addition of sufficient-length turn lanes. These improvements will be consistent with VDOT safety requirements and offset the impact of the park on traffic safety on Lawyers Road.

Pedestrian Access

Two ten-foot wide narrow extensions of the park site each extend between residential lots of Glencannon to the public roads of McChesney and McDuff Courts. These extensions of the park site were developed with concrete walkways probably at the time of subdivision in the 1960s in anticipation of providing pedestrian access to what was then envisioned to be an elementary school. Over the years, these walkways have been blocked with shrubs, tree limbs and other litter. This appears to have been done by the local community to discourage access to the undeveloped school/park site. Several of the homeowners on McDuff and McChesney have expressed concern about potential on-street parking for park use, after hours use, noise, and safety issues that may result from use of these walkways.

Staff believes the pedestrian accesses at McDuff and McChesney Courts provide essential entryways into the park that will be used by the local "walkable" community more than any outsiders who may drive to the park. Many of the park users will be children, mothers with small children, and elderly members of the community who need safe and convenient walking access to the park. The walking distance between the McChesney Court frontage of the park parcel and the Lawyers Road access is well over one-half mile. Lack of pedestrian access through Glencannon would present a major impediment for some of the community's park users.

Board Agenda Item
April 26, 2006

Other Issues

Other issues raised by the public include:

- Retention of the site for future school use
- Safety issues related to a crosswalk on Lawyers Road
- Need for a rectangular field at this site
- A desire to see fewer recreational facilities and more tree save
- Stormwater runoff impacting downstream neighbors
- Buffer plantings to screen neighbors
- Possible safety issues related to former sex-offenders living near the park

Staff responded in writing to each of the questions raised. The park master plan provides guidance on the issues as they relate to master planning. Final resolution to many of the issues, including traffic safety, cannot be fully addressed until site design and engineering is funded and initiated.

The master plan was not substantially revised following the public hearing and comment period except for edits to correct text related to onsite soils and to clarify the intent of pedestrian access. The attached master plan is identical to the one presented at the public hearing except for those edits noted with strike-through and underlining (see Attachment 3).

FISCAL IMPACT:

Staff salaries to complete this planning project will be from the General Fund 001 budget.

ENCLOSED DOCUMENTS:

- Attachment 1: Public Hearing: January 26, 2006, Lawyers Road Master Plan, Draft Meeting Summary
- Attachment 2: Lawyers Road Park Master Plan Public Comments
October 2005 – February 2006
- Attachment 3: Lawyers Road Park General Management Plan and Conceptual Development Plan Draft dated April 2006

Board Agenda Item
April 26, 2006

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Lynn S. Tadlock, Director, Planning and Development Division

Sandy Stallman, Manager, Park Planning Branch

Irish Grandfield, Project Manager, Park Planning Branch

**PUBLIC HEARING: January 26, 2006
Lawyers Road Master Plan
DRAFT
MEETING SUMMARY**

Attendance:

FCPA BOARD MEMBERS:

Harold Strickland, Chairman, Sully District; Joanne Malone, Vice Chairman, Providence District; Winifred Shapiro, Braddock District; William Bouie, Hunter Mill District; Georgette Kohler, At-Large.

FCPA STAFF: Mike Kane, Director, Park Authority; Lynn Tadlock, Director, Planning & Development Division; Judy Pedersen, Public Information Officer; Barbara Roberts, Assistant to the Public Information Officer; Sandy Stallman, Manager, Planning Branch; Irish Grandfield, Project Manager, Planning Branch; Diane Probus, Planning Branch; Kathleen Kust, Planning Branch; John Hopkins, Area 7 Manager, Park Operations.

CITIZENS: Approximately 30 citizens in attendance

The meeting started at 7:00 p.m. and was facilitated by Judy Pedersen. Following introductions of Park Authority Board Members and Staff, she introduced Project Manager Irish Grandfield who provided an overview of the history, planning timeline, and the cooperative development of plans for this park. He then presented the Conceptual Development Plan for the park.

Ms. Pedersen then opened the floor for speakers to comment. The following citizens spoke:

1. Keith Bodomer, 9904 Carrhill Court, Vienna; President of the Carriage Hill Civic Association
 - He has limited concerns. Thanked us for our cooperation in meeting with them and allowing them to review the project files.
 - Disagrees with some conclusions about traffic and pedestrian safety. Traffic solution is not part of plan; it is deficient.
 - Creating a crossroads at Carrhill Road will place additional burden on drivers to pay attention to entering and exiting vehicles from the park.
 - Lawyers Road is inadequate for current traffic. People speed on 35 mph road, there are no shoulders, the topography dips at Carrhill Road, foliage blocks views, and it is a major cut through for Vienna.

- Nineteen years ago the County denied a daycare center proposed next to this site due to unsafe access.
 - They want the safety issue tied down before they will sign on to the plan.
2. Kevin McNiff, 9924 Coach Road, Vienna
 - Likes a park, but is concerned about safety and wants due diligence on traffic issue.
 - Comprehensive Plan states 1-2 du/ac here. In 1987 the County said no to the daycare center and concurrent use proposal because of traffic concerns.
 3. Claude Scott, 9925 Coach Road, Vienna
 - He doesn't oppose the park with or without a soccer field, if the traffic concerns are dealt with.
 - Cited VDOT traffic figures, including: 12,000 trips/day Monday-Friday on Lawyers Road.
 - Extensive topography differences cause sightline problems. Can we solve these? In 1987 when the daycare center was denied, the transportation analysis said problems may not be resolvable. To date, he has not seen a reasonable solution presented.
 4. Susan Low, 10114 Garrett Street, Vienna
 - Questions need for 13.7 acre park when our service area standard of 5 acres for 1,000 people seems to indicate that 5 acres is large enough to serve the 1,000 people around here. Are we planning for 3,000 people? She is concerned about drawing people from the greater outside area to play on the soccer field.
 - Wants an open area, perhaps with benches, that maintains the natural habitat. Believes that the older neighbors of the park would want this too.
 - Planning a soccer field and bleachers means that the noise level will be high. She is concerned that this will change the quiet nature of the neighborhood.
 5. Doug Strait, 2226 McChesney Court; representing the Glencannon Community
 - Many years ago, the community solved multiple problems associated with access to the school property by applying ever stronger barriers to access, including blocking with a gate, tree trunk, and planted shrubs.
 - No assurance that anyone else will help with parking, delinquency, rowdiness problems.
 - Has worked with Irish. Park Authority has listened, addressed many issues.
 - Requests respectfully that we address the issues of access to solve them as they did thirty years ago.

6. Dave Loderer, 2119 Carrhill Road, Vienna

- Landowner below the park site who is concerned about drainage from the park negatively affecting his property. Is uncertain about efficacy of rain gardens.
- Wants the culvert to remain clear, and for us to not increase runoff.

7. Alan Martin, 10095 Lawyers Road, Vienna

- He lives next to park.
- Buffer on the west is about half the size of the buffer on the east side of park. Is there any way to increase the width on the west side?
- Will the buffer consist of existing vegetation, or will it be planted?
- Traffic entrance is at the bottom of a valley. If we don't allow for more space for turning lanes from Vienna, there will be serious accidents. Encourage VDOT to put lights at intersection. Traffic situation needs to be addressed.

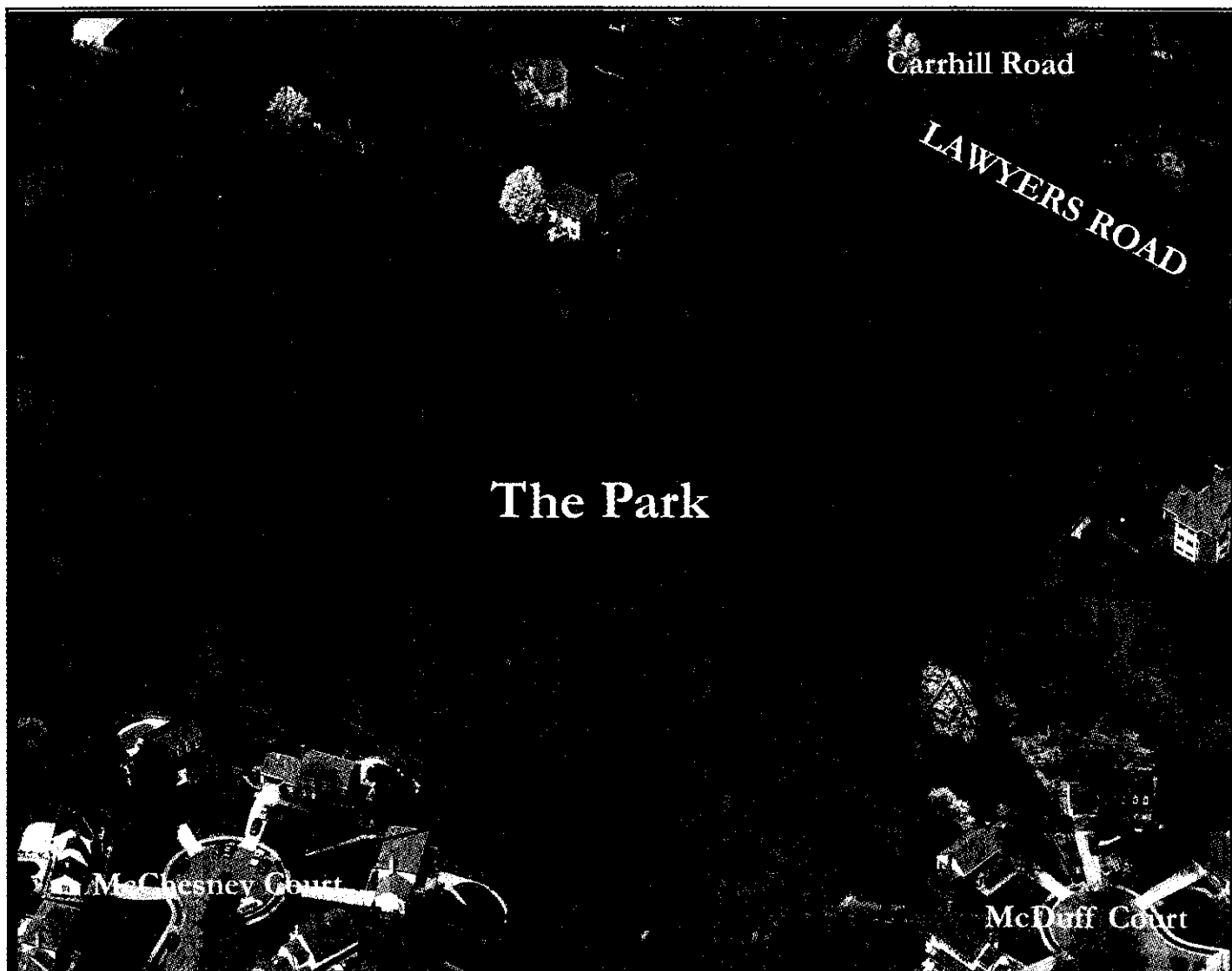
End of Public Hearing; No other Speakers

Lawyers Road Park Master Plan

Public Comments October 2005 - February 2006

Attachment 2

Name	Category	Comment
Dana Hanton	Pedestrian Access	Lives nearby on Gerken Ave., and supports the Glencannon access ways. Wants to be able to walk to park.
R. Samawicz	Traffic Access	Supports soccer, but wants field somewhere else. Concerned that Lawyers Road is too dangerous to have vehicle access for a park.
Keith Bodamer	Traffic Safety	Carriage Hill Civic Association requests meeting and opportunity to speak at public hearing.
Claude Scott	Traffic Access	Access must be adequately designed and safe. Questions potential impact on wells and septic fields in Carriage Hill community.
Janet Lomont	School Land Use	It is an injustice to build a park here, not a school, as the land was reserved for a school.
Brady O'Beirne	Basketball Court	Wants park to include a basketball court. Supports our public interface.
Yvonne Quy Ha	School Land Use	Opposes park use, as there are too many parks in the area. Reserve for children's future.
Charles & Carol Ferrara	Pedestrian Access, Trees	Glencannon neighborhood is concerned about the foot access sites, that might bring on-street parking, after hours use, noise, safety and security. Will there be plantings in buffer areas?
Chris Aront	Environment	Wants the PA to retain greatest area of woodland and limit impervious surfaces. Why is so much of park devoted to recreational fields?
Eric Labs	Environment	At the July 12 meeting, the community expressed strong desire to preserve tree canopy and strong dislike of current plan that he describes as "high intensity development."
Claude Scott	Traffic	Concerned about the number of trips potentially generated by the park and impact on unsafe Lawyers Road.
John and Athena Joannou	Stormwater & Lighting	1) Water currently drains from the park across Lawyers Road into their garage during storms 2) will the parking lot be lit at night and if so they are concerned the light will shine across the road
Michele McNiff	Traffic	Residents have voiced their concerns about the increase of traffic flow on Lawyers Road if the park is developed with a field, but their questions were not answered at the meetings. Ms. McNiff does not believe that the Park Authority has listened to their concerns.
Keith Bodamer	Traffic	The master plan does not provide details on how Lawyers Road will be improved at the entrance to the park to allow safe access in and out of the park. Mr. Bodamer would like the Park Authority to develop the road improvement plans before the park plan is approved.
Quentin Taylor	Pedestrian Access	Opposes opening the trail into the park from McChesney Court and would like evidence that Glencannon residents are interested in accessing the park on this trail.
Jennifer Archibald	Traffic	1) Lawyers Road improvements at the park entrance need to be addressed before the plan is approved. 2) Would like the plan to include safe pedestrian access from the neighborhood across from the park. 3) Is concerned that the rectangular field will increase noise.
Michele McNiff	Sex Offender	Questions building a park close to the home of a registered sex offender.



Lawyers Road Park

General Management Plan and Conceptual Development Plan

DRAFT

Fairfax County Park Authority

~~October 17, 2005~~

April 12, 2006

**FAIRFAX COUNTY PARK AUTHORITY
LAWYERS ROAD PARK
General Management Plan and Conceptual Development Plan**

PARK AUTHORITY BOARD

Harold L. Strickland, Chairman, Sully District
Joanne E. Malone, Vice Chairman, Providence District
Frank S. Vajda, Secretary-Treasurer, Mason District
Edward R. Batten, Lee District
William G. Bouie, Hunter Mill District
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Harrison A. Glasgow, At-Large
Georgette Kohler, At-Large
George D. Lovelace, At-Large
Gilbert S. McCutcheon, Mt. Vernon District
Winifred S. Shapiro, Braddock District

SENIOR STAFF

Michael A. Kane, Director
Timothy K. White, Deputy Director
Lynn S. Tadlock, Director, Planning and Development Division
Charlie Bittenbring, Director, Park Services Division
Miriam C. Morrison, Director, Administration Division
Cindy Messinger, Director, Resource Management Division
~~Vacant~~, **Todd Johnson**, Director, Park Operations Division
Judith Pedersen, Public Information Officer

PROJECT TEAM

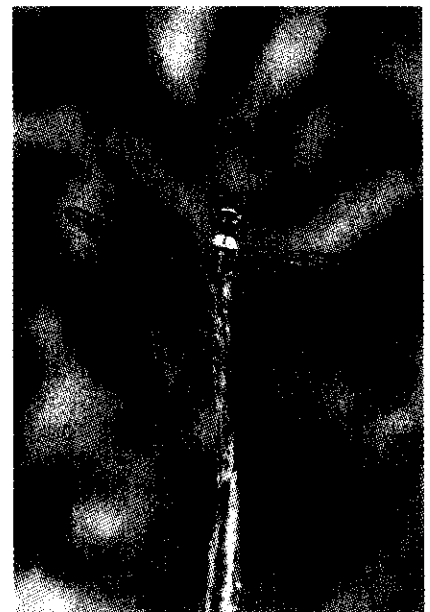
James P. "Irish" Grandfield, Project Manager, Park Planning Branch
Pat Cook, Park Services Division
Liz Crowell, Resource Management Division
Andrea Dorlester, Planning and Development Division
Sherry Frear, Planning and Development Division
John Hopkins, Park Operations Division
Kathleen Kust, Planning and Development Division
Heather Melchior, Resource Management Division
Jenny Pate, Planning and Development Division
Diane Probus, Planning and Development Division
Sandy Stallman, Manager, Park Planning Branch
Bob Wharton, Resource Management Division

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GENERAL MANAGEMENT PLAN

I. INTRODUCTION

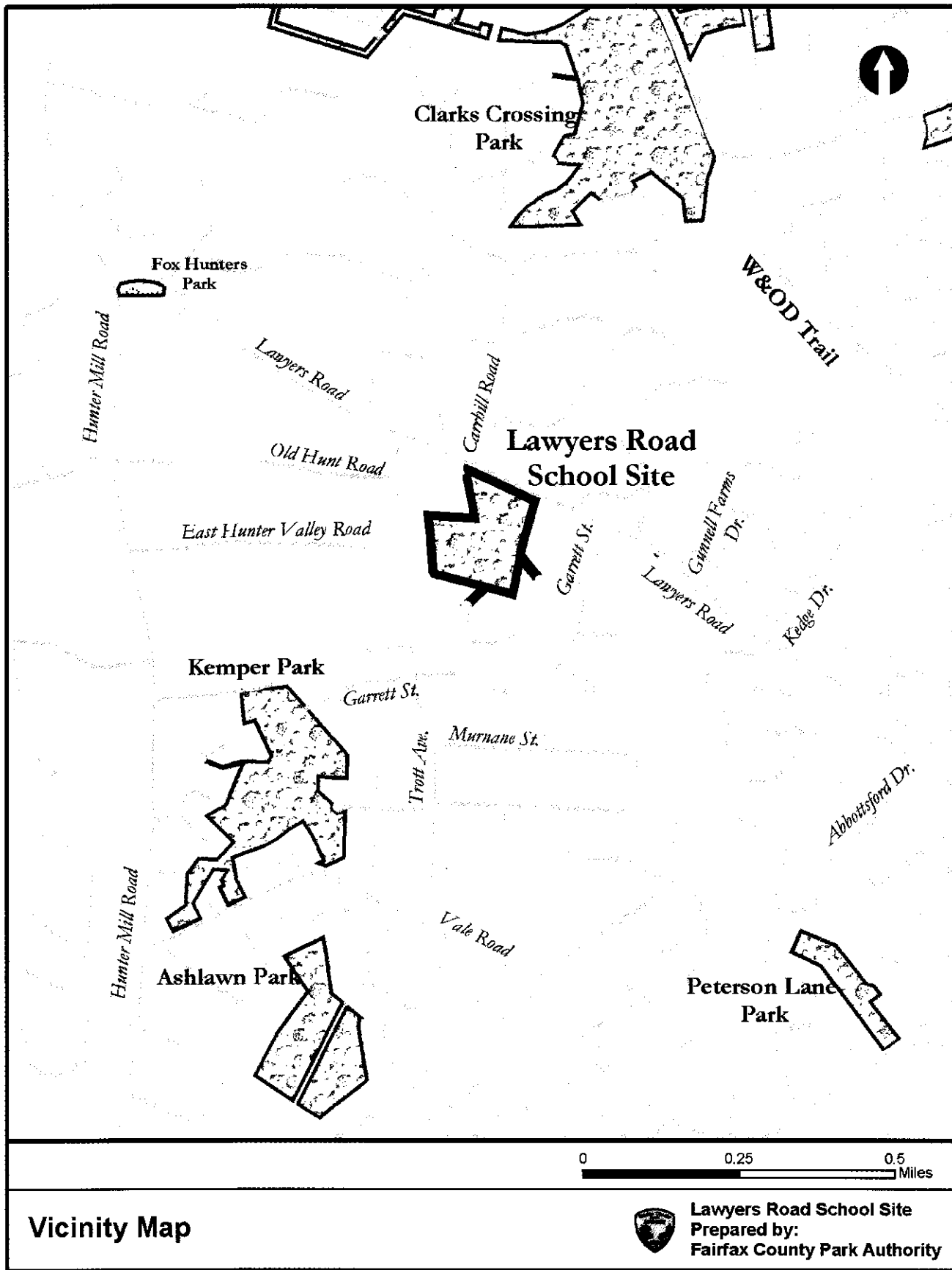
A. Purpose and Description of the Plan

The purpose of this General Management Plan (GMP) is to serve as a guide for all future planning and programming. The GMP establishes park purpose and classification, describes existing conditions and constraints, details the desired visitor experience and identifies “management zones.” Uses are described in general terms, so that as visitor needs change, the uses provided can change. This document should be referred to before future planning and design projects are started. General Management Plans are meant to be flexible to accommodate the changing needs of park visitors.

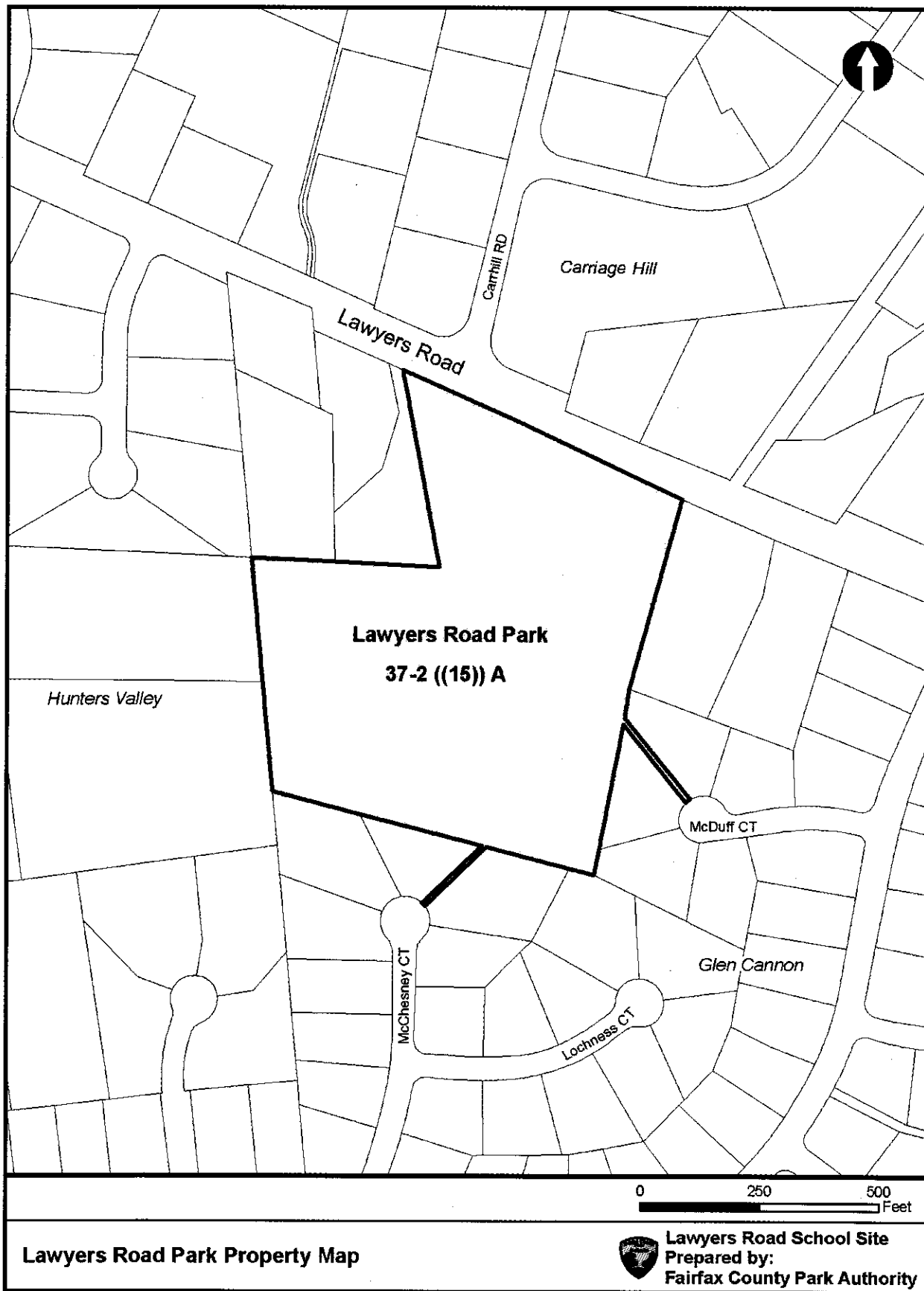
B. Public Process

On May 17, 2005, the Park Authority held a public information session to initiate the park planning process. The information gathered at the session was used in combination with site analysis research to develop three alternative scenarios for park use and development. The Park Authority presented these alternative concepts at a planning workshop held on July 12, 2005 to gather public input on the three alternative scenarios. A draft master plan was developed based on public input provided throughout the process and local park and recreation needs. A public hearing was held on ~~December 15, 2005.~~

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January 26, 2006. The plan was revised following the public hearing and presented to the Park Authority Board for adoption on April 26, 2006.

C. Site Description

Lawyers Road Park is a parcel owned by the Fairfax County School Board and operated by the Fairfax County Park Authority under an interim use agreement. The park is designated as a Local Park. The site is located in the Hunter Mill Supervisory District on the west side of Lawyers Road approximately one mile south of Hunter's Mill Road (see vicinity map, page 6).

The address of the park site is 10049 Lawyers Road on Tax Map 37-2 ((15)) A. The parcel is 13.7 acres in size (see property map on page 7). The site consists of young woodland. There are no existing structures or facilities on the site.

D. Administrative History of the Site

This site was dedicated to the School Board in 1968 as part of the Glen Cannon residential development. Through an agreement dated September 2,



1988, the School Board granted use of the site to the Park Authority for recreation purposes for a period of thirty years in exchange for use of Park Authority lands adjacent to Centreville High School by the School Board.

II. Park Classification and Purpose, Significance, Visitor Profile, Strategic Initiatives

A. Park Classification

Lawyers Road Park is designated as a Local Park in the County's classification system. Local parks offer a variety of active or passive recreation opportunities, or a combination of both, in close proximity to County residents and employment centers. Areas designated for natural and/or cultural resource protection may also be included within these parks.

Local parks primarily provide facilities for active or passive recreation, or both; areas for scheduled and unscheduled recreation activities and social gathering places; and serve residential, employment and mixed-use centers. In suburban settings, park size will typically be at least ~~2.5~~ **two and one-half** acres and less than 50 acres, but some local parks may range up to 75 acres. In urban areas, park size is typically less than ~~5~~ **five** acres and often less than $4\frac{1}{2}$ **one-half** acre. Visits to local parks will typically be less than two hours.

The character of local parks may vary depending on their location within the County. In residential settings, local parks will generally be larger than in urban parts of the County. Local parks offer open space to those with little or no yards. Typical facilities may include open play areas, playgrounds, courts,

athletic fields, game areas, trails, trail connections, natural areas, picnic facilities and facility lighting. In a suburban setting and depending on the park size and facilities, the local park service area may be up to 3 miles.

The user experience at local parks may be casual and informal geared toward social interaction, play and outdoor enjoyment, or may be more structured to support organized sports and park programs. Collocation of a mix of park uses and facilities that support both informal and structured activities is increasingly necessary to meet the County's diverse and varied recreation and leisure needs where available land is diminishing. To the extent possible, facilities will be planned so that areas that address different needs are compatible.

B. Park Purpose

Park purpose statements are intended to guide decision making regarding all plan recommendations, resource allocation, and management issues. As park development progresses from conceptual master planning to site specific design, decisions can be continually tested against the park purpose for appropriateness. If a proposed use conflicts with any one of the purposes listed, it will be considered an incompatible use. By establishing park purposes, future plans can remain flexible, as legislative and regulatory requirements and park user preferences change. Park significance statements capture the attributes that make the park valuable and important to the community and within the park system. Like park purpose statements, the significance of a park may shift over time in response to the surrounding context or user needs and desires. The purpose of Lawyers Road Park is two-fold:

- To provide active and passive recreation opportunities for a range of interests and ages.
- To preserve and enhance natural and cultural resources.

C. Park & Recreation Need

The need for parkland and recreation facilities is determined through long range planning efforts. The Park Authority tracks park facilities and land inventories, recreation and leisure trends, surveys citizen demand and compares itself to peer jurisdictions to determine reasonable need. The most recent Needs Assessment process was completed in 2004.



As part of the Needs Assessment process, the Park Authority Board adopted Countywide service level standards for park land and park facilities. The standard for Local park land is 5 acres for every 1,000 residents. Lawyers Road Park has 13.7 acres. Based upon the local park land standard, the park serves approximately 3,000 people.

Facility standards were similarly adopted for typical park facilities such as playgrounds (1 per 2,800 population), multi-use courts (1 per 2,100 population), neighborhood skate parks (1 per 106,000 population), dog parks (1 per 86,000 population), rectangle fields (1 per 2,700 population), youth baseball fields (1 per 7,200 population), and youth softball fields (1 per 8,800 population).

On a Countywide basis, the most deficient types of local park facilities are rectangle fields, neighborhood skate parks, and neighborhood dog parks. Youth diamond fields are generally well served. Neighborhood skate parks and dog parks are generally more appropriate in parks near more densely developed residential areas with better regional access than exists near Lawyers Road Park. Playgrounds are fairly well served Countywide but deficient in this area of the

County. In addition, playgrounds are a typical and highly desirable feature in most local parks.

A more localized examination of needs around Lawyers Road Park can be conducted using the planning district geography from the County Comprehensive Plan. Lawyers Road Park is located within the Vienna Planning District. Based on the adopted service level standards, this District has a current deficiency of 66 acres of local parkland, nine rectangle fields, 11 multi-use courts, one playground, and two youth diamond fields and one adult softball field. As the population grows in the future, these deficiencies will increase.

D. Relationship to Park Authority Mission

The Park Authority Strategic Plan is the guiding document to focus resources on the most critical work of the agency. As identified in the Strategic Plan, the dual goals of the Park Authority mission are to protect and enhance natural and cultural resources and to provide quality recreational services and facilities. The recommendations established in Lawyers Road Park's master plan are based on the Park Authority's mission to offer citizens opportunities for recreation, while also setting aside public spaces for the protection and enhancement of environmental values, diversity of natural habitats, and cultural heritage to guarantee that these resources will be available for both present and future generations.

III. EXISTING CONDITIONS

A. Setting and Description of Adjacent Properties

The site is located in the Hunter Mill Supervisory District on the west side of Lawyers Road approximately one mile south of Hunter's Mill Road. The Glen



Cannon subdivision is located to the east and south of the park site (see property map on page 7). Lots in the Glen Cannon subdivision average about one-half acre in size and the subdivision was completely developed in the late 1960s and early 1970s. The subdivision is served by public sewer and water and the park has access to these services adjacent to this subdivision.

Two ten-foot wide extensions of the park site extend between residential lots of Glen Cannon to the public roads of McChesney and McDuff Courts. These extensions of the park site were developed with concrete walkways probably at the time of development in the 1960s in anticipation of providing pedestrian access to what was then envisioned as a future elementary school. The walkway from McDuff Court ascends a fairly significant slope and includes steps. Today, the pedestrian extensions are covered with leaves and organic debris. The walkways are also partially blocked with shrubs, tree limbs and other litter most likely placed there by neighboring or nearby property owners.

To the west of the park site is the Hunters Valley Subdivision. Lots in the original part of this subdivision average approximately five acres in size while lots in the portion of the Hunters Valley subdivision addition to the north average approximately one acre in size. This subdivision is not served by public sewer, although some lots have public water while others are on wells. Four individual lots not part of any subdivision are located directly to the northwest of the park site (a division of tax map 37-2((1)) parcel 10). The driveway for lot 10C runs very near the northwest property line of the park site.

The site is bounded by Lawyers Road to the north. Lawyers Road in this vicinity is primarily constructed as a rural section two-lane road with narrow unpaved shoulders. The exception to this is occasional road frontage improvements in front of some subdivisions (Carriage Hill for example). In these locations, road improvements include extend lane width, turn lanes, and/



or curb and gutter. Vehicle trips on Lawyers Road average approximately 11,000 trips daily. Sight distance is limited due to extensive topographic variation along the road. **During public planning meetings for this park, the safety of vehicles and pedestrians on Lawyers Road was a primary issue of concern.**

Across Lawyers Road to the north of the park site is the Carriage Hill Subdivision and Carrhill Road. Carriage Hill Subdivision lots average about one to two acres in size and are not served by public sewer. Some of the lots are served by public water and others have individual wells. Four individual lots not part of any subdivision are located directly to the northeast of the park site (tax map 37-2((1)) parcel 8, and tax map 38-1((1)) parcels 1, 8A, & 8B). These lots average one to two acres each.

B. Existing and Planned Land Use, Zoning

In the County's Comprehensive Plan, the site is located in the Piney Branch Community Planning Sector of the Vienna Planning District. This portion of the planning sector is planned for residential use at a density .5 – 1 dwelling units per acre. The existing land use onsite and in the surrounding area is in accordance with the County Comprehensive Plan. While the park site remains undeveloped, the surrounding properties are developed with single family detached residences.

Principal park and recreation guidelines for the Planning District and Sector include:

- Acquire and develop at least three additional Community Parks to address deficiencies of active recreation facilities.

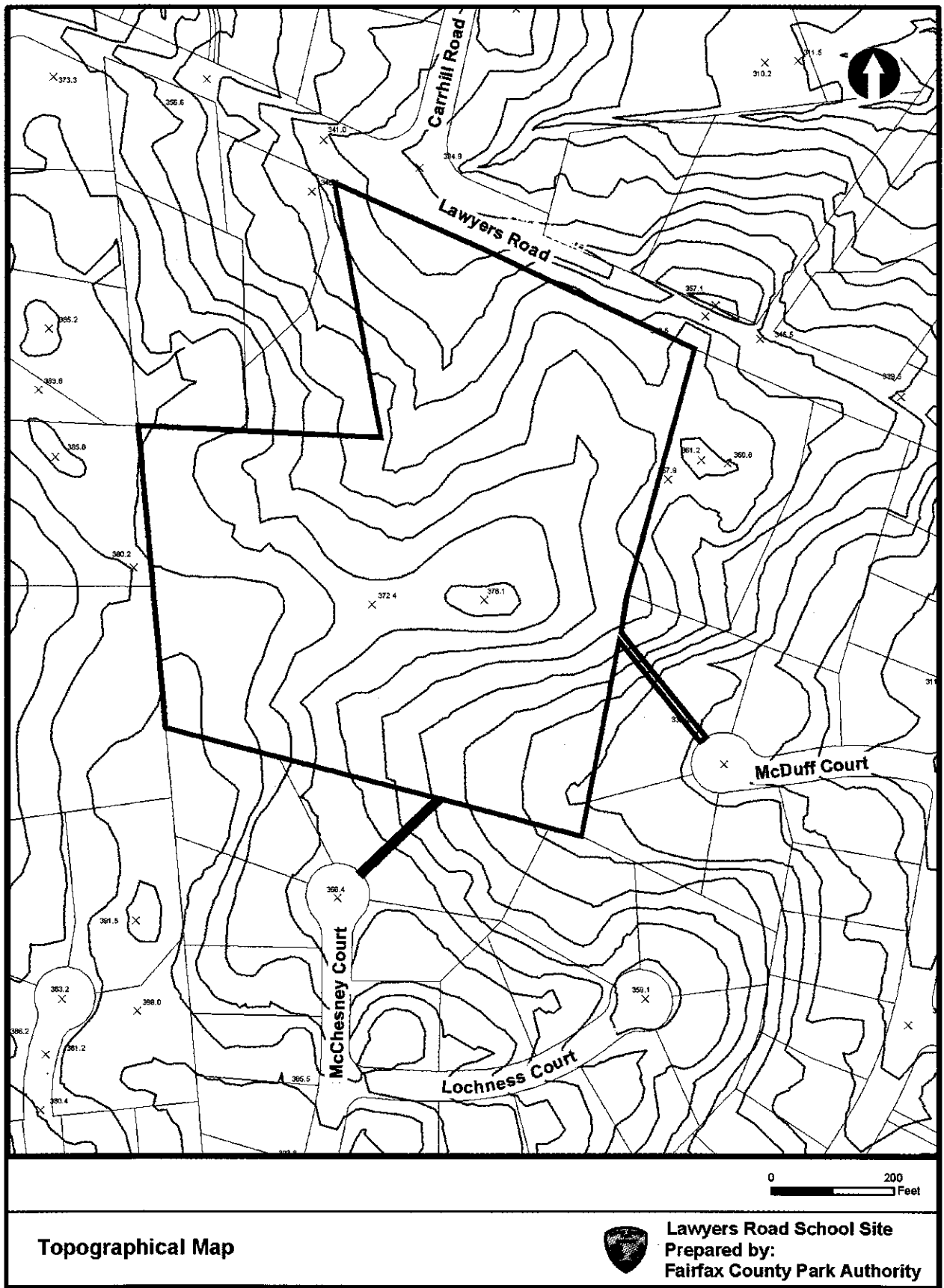
- Plan and develop stream valley trails to facilitate non-vehicular travel.
- Preserve and protect significant natural and heritage resources.
- Consider acquiring the school site on Lawyers Road if it becomes available for development of active recreational facilities.

As evidenced by the last item above, the comprehensive plan clearly supports development of a park at this site. The site is zoned R-1 which allows among other things, parks and residential uses at a density of up to one unit per acre.

The Countywide Trails Plans shows a major paved trail (eight-foot width or greater) on the south side of Lawyers Road. A large portion of this trail, including the portion of it that fronts the park site, has been constructed as planned within the VDOT right-of-way for Lawyers Road. The trail is in poor condition in front of the park site and the Park Authority has notified VDOT of needed trail maintenance.

Virginia land use law requires that public and utility uses demonstrate compliance with the local comprehensive land use plan in terms of location, character, and extent. The process is commonly referred to as a “2232-Permit” consistent with the Code of Virginia §15.7-2232. Typically, parks uses require a 2232-Permit prior to opening to the public. Following adoption of this park master plan, the Park Authority will apply for 2232-Permit approval from the County Planning Commission if it is determined to be necessary.

C. Natural Resources



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1. Topography and Slopes

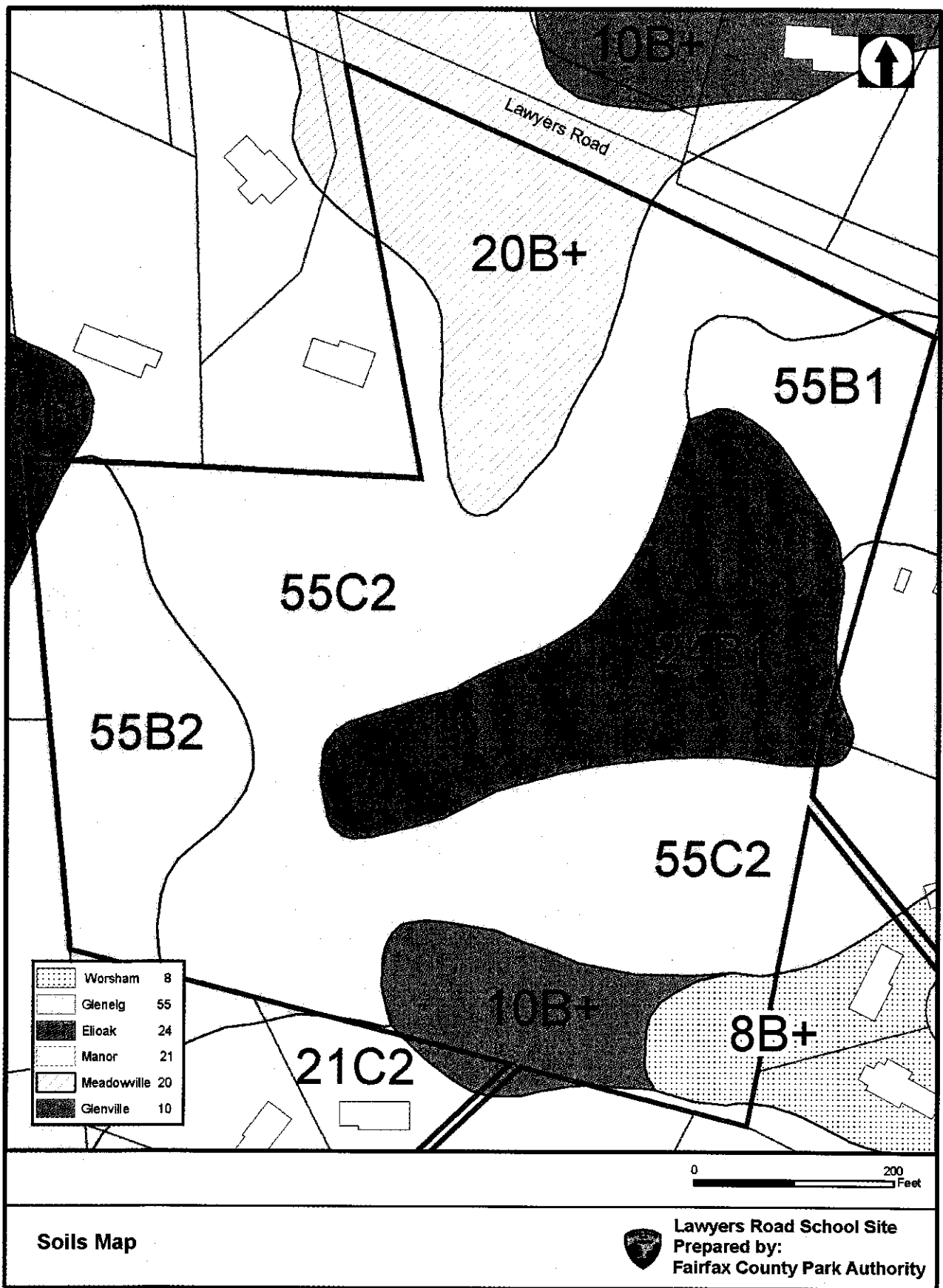
The site is dominated by a west-to-east ridgeline. It slopes to the southeast toward McDuff Court and to the north toward Lawyers Road (see topography map on page 17). There are no water features on site and no erosion issues. There is a high level of disturbance from past and current human activity. There is trash strewn here and there, and the current encroachments include dumping of yard debris, clearing, digging holes, and building play forts.

Topography ranges from gently sloping to rolling onsite. A small north-south ridge located in the middle of the property directs drainage toward the northwest and the southeast corners of the park. No streams or wetlands are present on the property. Slopes range generally from 2% to approximately 15% grade. The steepest slopes of 10% to 15% grade are found most notably just west of McDuff Court.

2. Soils and Geology

The site is located in the Piedmont Upland Physiographic Province. The province is underlain by metamorphic rocks, predominately schist, granite, gneiss, and greenstone. Approximately fifty-six percent of the County (the middle portion) falls within this geologic setting.

The predominate soil types on the site are ~~Manor (soil type 21)~~, Glenelg



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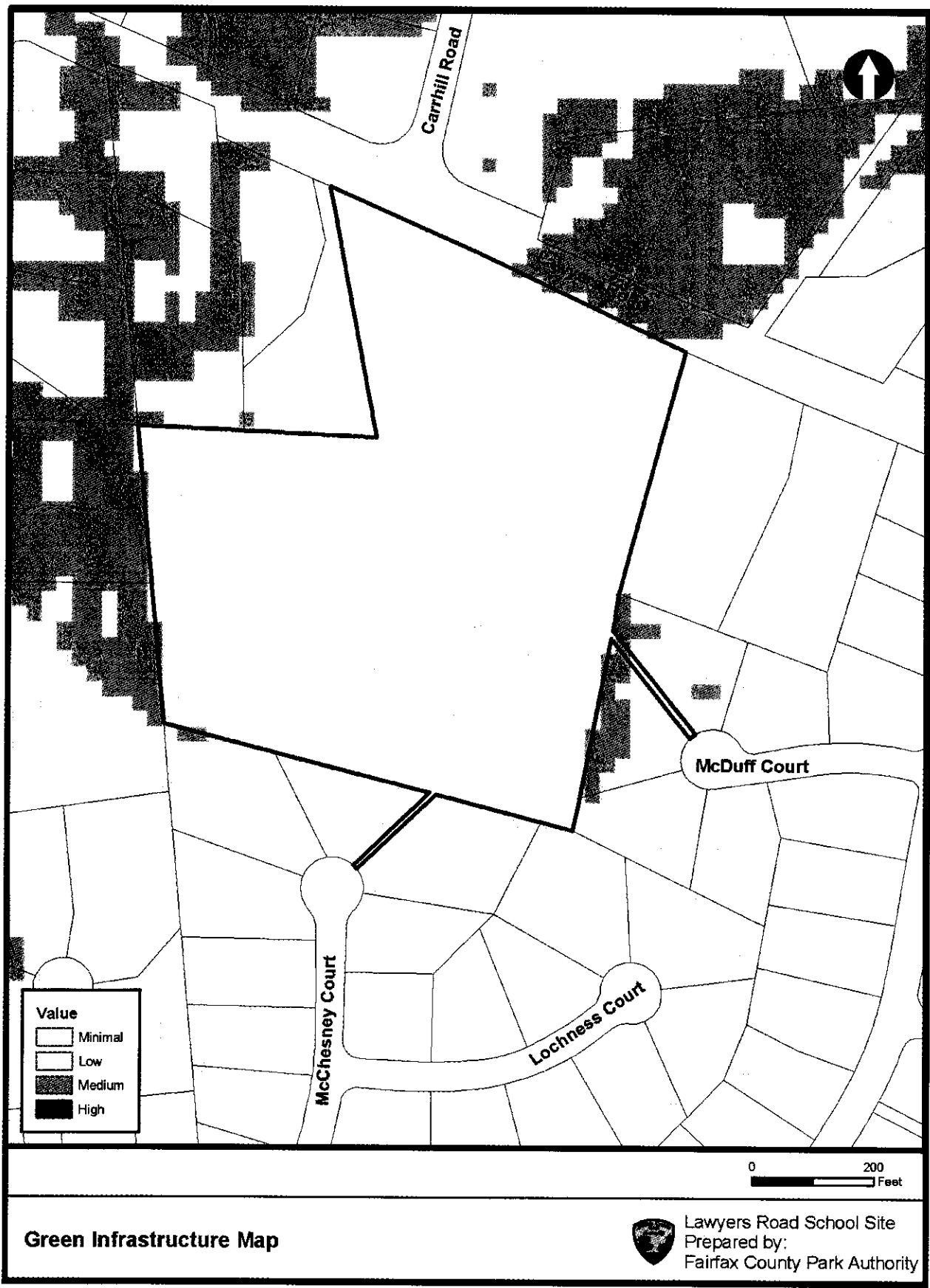
Silt Loam (soil type 55), and Elioak (soil type 24) ~~with a minor area of Glenclg Silt loam (soil type 55), in the northeast corner of the site~~ (see soils map on page 19). These soils generally occur on hilltops and side slopes underlain by micaceous schist. Silts and clays overlie silty and sandy decomposed rock. Permeability is moderate to moderately rapid. Erosion potential for this soil type is high.

There are smaller areas of Meadowville (soil type 20B) ~~and~~ Glenville (soil type 10B) and Worsham (soil type 8B) along the swales in the northwestern and southeastern corners of the site. These soils occur generally on 2-7% slope in drainageways and at the foot of slopes. The soils are typically derived from schists, granites and alluvium. Permeability is slow to moderately slow and there is often a high seasonal groundwater table in drainage ways and low lying areas. Erosion potential of this soil type is moderate.

3. Green Infrastructure Statement

The Fairfax County Park Authority has developed a modeling tool to help identify significant natural and cultural resources in the County. Using the County's geographic information system (GIS), the Park Authority has produced a countywide "Green Infrastructure" model and resultant map based on a weighted analysis of significant environmental and historic features.

The weighted analysis produces a general resource value that recognizes the combination in value of various resources within the three general categories of environmental, cultural, and open space areas, but does not



Green Infrastructure Map



Lawyers Road School Site
Prepared by:
Fairfax County Park Authority

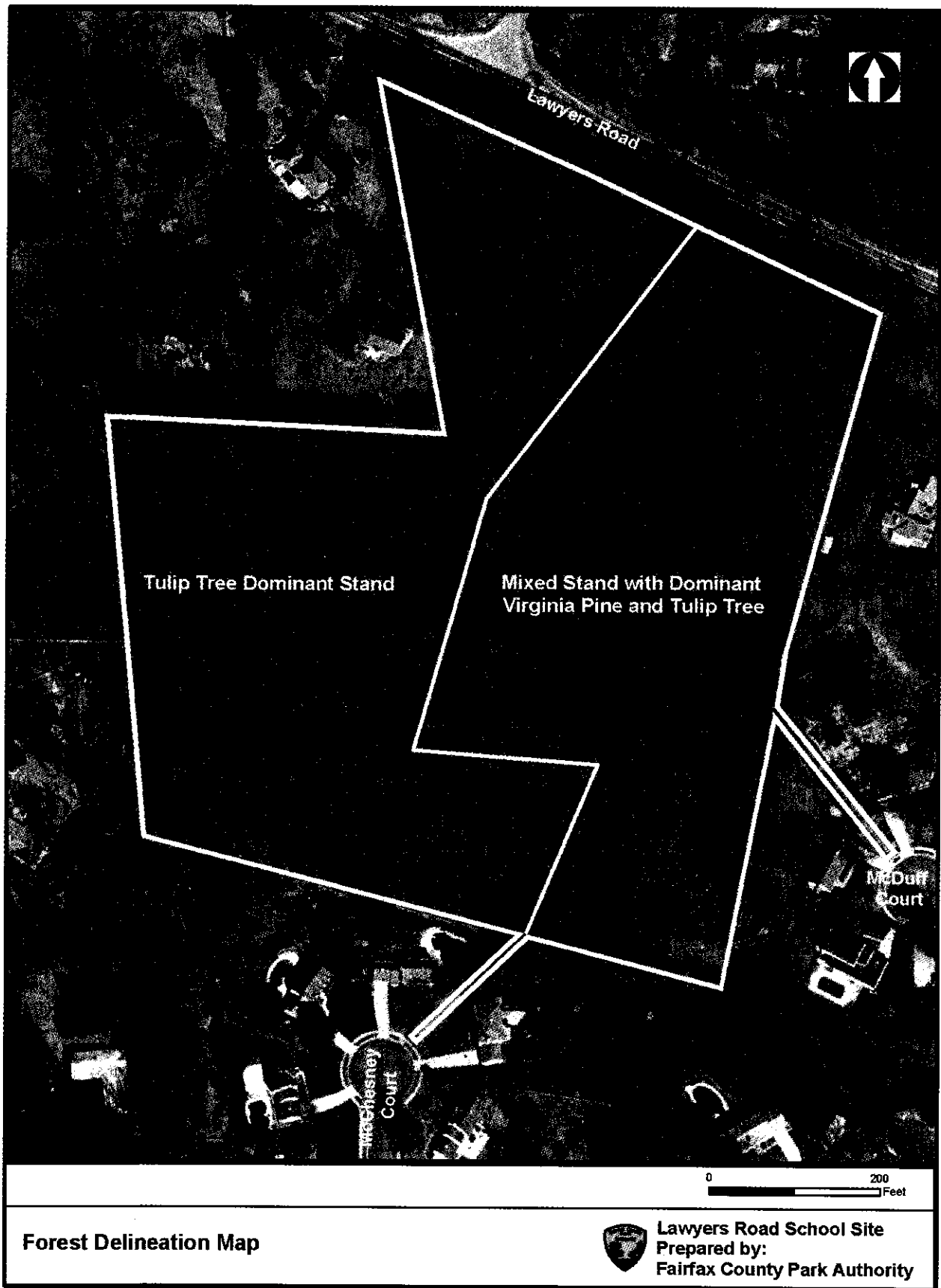
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rank importance between categories. The model is limited by the extent, accuracy, and resolution of the source data used. Several important resources, such as rare, threatened, and endangered species and Environmental Quality Corridors (EQCs) are not considered in the analysis due to the unavailability or incompatibility of the data.

The Green Infrastructure Map (see map on page 21) indicates that compared to other parcels in the County, the Lawyers Road Park has a low to moderate combination of natural and cultural resource values. Since the purpose of the Green Infrastructure Model is largely to rank properties based on a combination of different resources, one can not assume the absence of a single specific resource based on a “minimum,” “low,” or “medium” Green Infrastructure rating.

4. Flora

The vegetation is dominated by tulip tree (*Liriodendron tulipifera*) and Virginia pine (*Pinus virginiana*) (see forest delineation map on page 23). The tree stand seems to be about 30 years old across the property. The forest has low-diversity with a high degree of invasive coverage. The most notable invasive is the shrub amur honeysuckle (*Lonicera maackii*) that covers approximately fifty to sixty percent of the site. Japanese honeysuckle (*Lonicera japonica*) also has extensive coverage. Unexpected aspects of the site ecology includes low tree species diversity with a virtual monoculture of tulip tree on the western half of the parcel (this despite the presence of oaks and hickories on adjoining parcels) and high mortality among pine trees on the eastern portion of the parcel.



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A search of the Virginia Department of Conservation, Division of Natural Heritage records for the area revealed two possible rare, threatened or endangered flora species located near the property:

- *Pyrola chlorantha* Greenish-flowered Wintergreen (H) SH G5 G: This ranking notes this species being reported as historic for the state, if it were found to be present it would



automatically be state rare. The record type indicates that the species was found previously within 5 miles of the park site. This species was not surveyed for or encountered during a site visit. There is a low probability that the species occurs on the property. A formal rare species survey should be conducted prior the final planning of any features on the property.

- *Quercus prinoides* Dwarf Chinquapin Oak (H) S1 G5 M: This is a state rare species. The record type indicates that the species could occur within 1.5 miles of the park site. This species was not surveyed for or encountered during a site visit. There is a low probability that the species occurs on the property.

5. Fauna

Based on a recent site assessment, the site has a typical array of common urban wildlife activity. A herd of deer was observed during our survey, and there is excessive deer browse and scat. Deer herd management would be difficult at this location, but the number of deer is clearly far above sustainable levels. Woodchuck dens are present and could also act as dens for foxes (both red and gray are possible). A number of bird species were noted.

A search of the Virginia Department of Conservation, Division of Natural Heritage records for the area revealed one possible rare, threatened or endangered fauna species located near the property:

Stygobromus phreaticus Northern Virginia Well Amphipod (H) S1 G2G3
federal species of concern G: Note that this is a federally listed species of concern as well as a state rare species. The record type indicates that this species was found previously within 5 miles of the park site. Given the lack of water features on the property, it seems unlikely that this species would be found there. However, any land disturbing activity should be preceded by a search for any records or features that would indicate a well on the property and appropriate action taken to inspect any well sites found.

D. Cultural Resources

On a recent site reconnaissance, archaeologists found no significant features to suggest need for further archaeological investigations. Historically, this site was farmed but no remnant structures appear to have been located on this site.

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There is a high level of disturbance from recent human activity including dumping of yard debris, clearing, digging holes, litter and play forts.

E. Park Access

There currently is no vehicular entrance to the site. There are two existing ten-foot wide pedestrian points of access with existing concrete sidewalk (one from McChesney Court and the other from McDuff Ct.) both of which are significantly overgrown. The most logical place to locate vehicular access for the site is from Lawyers Road across from Carrhill Road.

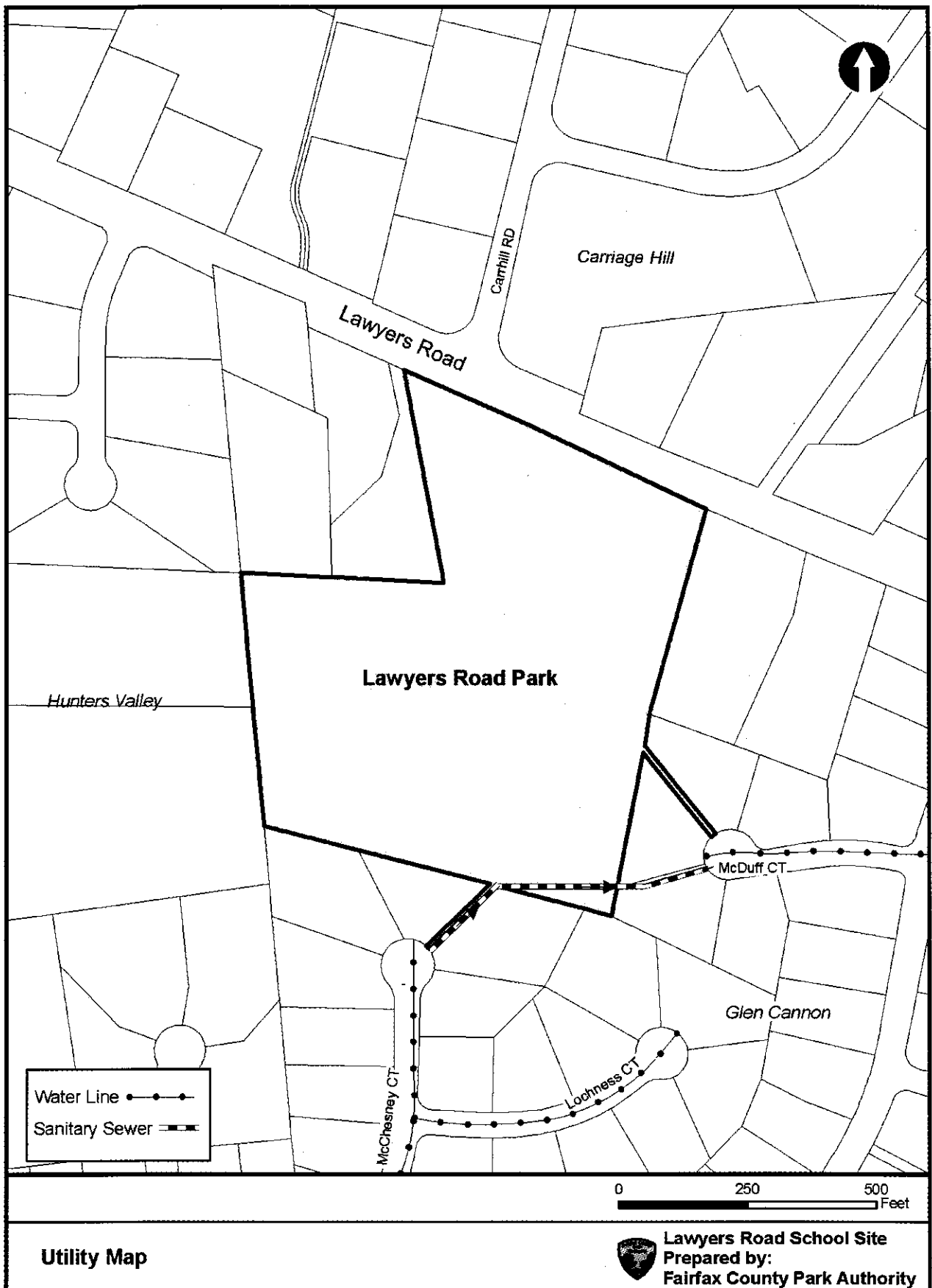
F. Existing Facilities

There are no existing structures or facilities on the site.

G. Utilities



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The surrounding area is developed. As a result, utilities are available. A sewer line runs through the southeast corner of the park site (see utility map on page 27). Water service is available from the Town of Vienna.

The water lines are located within McDuff and McChesney Courts. Electricity and telephone service are readily available also.



IV. Management and Development

A. Visitor Profile and Desired Visitor Experience

Lawyers Road Park is envisioned to draw users from the adjacent neighborhoods and the larger community within the service area (roughly defined as a two-mile radius). The intention is to create a park offering a balance between active and passive recreation opportunities attracting a wide-range of users including soccer teams, children and families who want to use the creative playground and individuals interested in a walk through the woods. A typical user visitation duration would be in the thirty minute to two-hour timeframe.

B. Resource Management

1. Natural Resource Management

Although the current forest condition is poor, the site has mature vegetation that is protecting headwaters for Difficult Run. The Park Authority should

develop a treatment plan and identify funding for invasive species removal and forest improvement in the tree protection areas. The buffer areas along the perimeter of the park should be managed to remove invasive plants and add native vegetation appropriate for screening. The plantings should be “deer-resistant” (such as red cedar, ~~switchgrass~~ little bluestem, and Christmas fern).

The primary county-wide threat to the ecological value of Fairfax County parkland is non-native, invasive species. The most notable invasives on the Lawyers Road site are shrub amur honeysuckle (*Lonicera maackii*) that appears to cover up to 60 % of the site and Japanese honeysuckle (*Lonicera japonica*). The Park Authority does not currently have a dedicated program to treat the threat in Lawyers Road School Site. Invasive species control has generally been the effort of organized volunteers or eagle scouts. Volunteer labor should only be used in coordination with Park Resource Management staff to ensure no undue disturbance of the landscape. Control methods differ depending on habit, reproductive method, extent of infestation, etc. Management should reflect the current best control technique given the amount and type of labor used.



Strong natural resource stewardship will be enhanced by education. Interpretive signs may assist long-term natural resource management by reducing dumping, off-trail access, and incompatible landscaping and by increasing the volunteer labor force.

Innovative development techniques to treat and detain stormwater runoff should be used to the greatest extent possible to help protect the Difficult Run watershed from impacts of the developed portion of the park site. These techniques should intercept water and allow it infiltrate whenever

feasible. These techniques could include rain gardens, infiltration trenches around athletic fields, extra storage capacity built under athletic fields, detention facilities collocated under facilities such as playgrounds and for any parking areas, porous pavement, etc.



While the Park Authority has not done any formal wildlife surveys in the park, it is certainly a refuge for some common urban wildlife species. Woodchuck dens are abundant and could also act as dens for foxes (both red and gray are possible). A number of bird species were noted; the most significant was a red-tailed hawk that is nesting on the property. A herd of deer is also known to inhabit the site. It is inevitable in an urban county that conflicts will occur between wildlife and human residents. The Park Authority adopted a Wildlife Conflict Resolution Policy (Policy 202) in 1998 which guides the agency in mitigating such conflicts.

A formal rare species survey should be conducted prior the final planning of any features on the property.

Deer, geese and beaver are examples of wildlife that can be beneficial species in natural communities and thrilling to see in the wild but, when overabundant or when in proximity to humans, can cause significant impact

on natural resources and human environments. The Park Authority's Wildlife Conflict Resolution Policy requires the agency to "practice an attitude of acceptance of, and tolerance for, wildlife activity as part of the county's natural environment" and to "foster this attitude among the public through education." If tolerance of wildlife activity is not successful, the policy requires progressive steps from exclusion (such as fences, screens and repellants), to harassment (such as removal of nests or homes). Only when all other means are exhausted and a compelling need is demonstrated, can lethal force be considered in a humane manner.

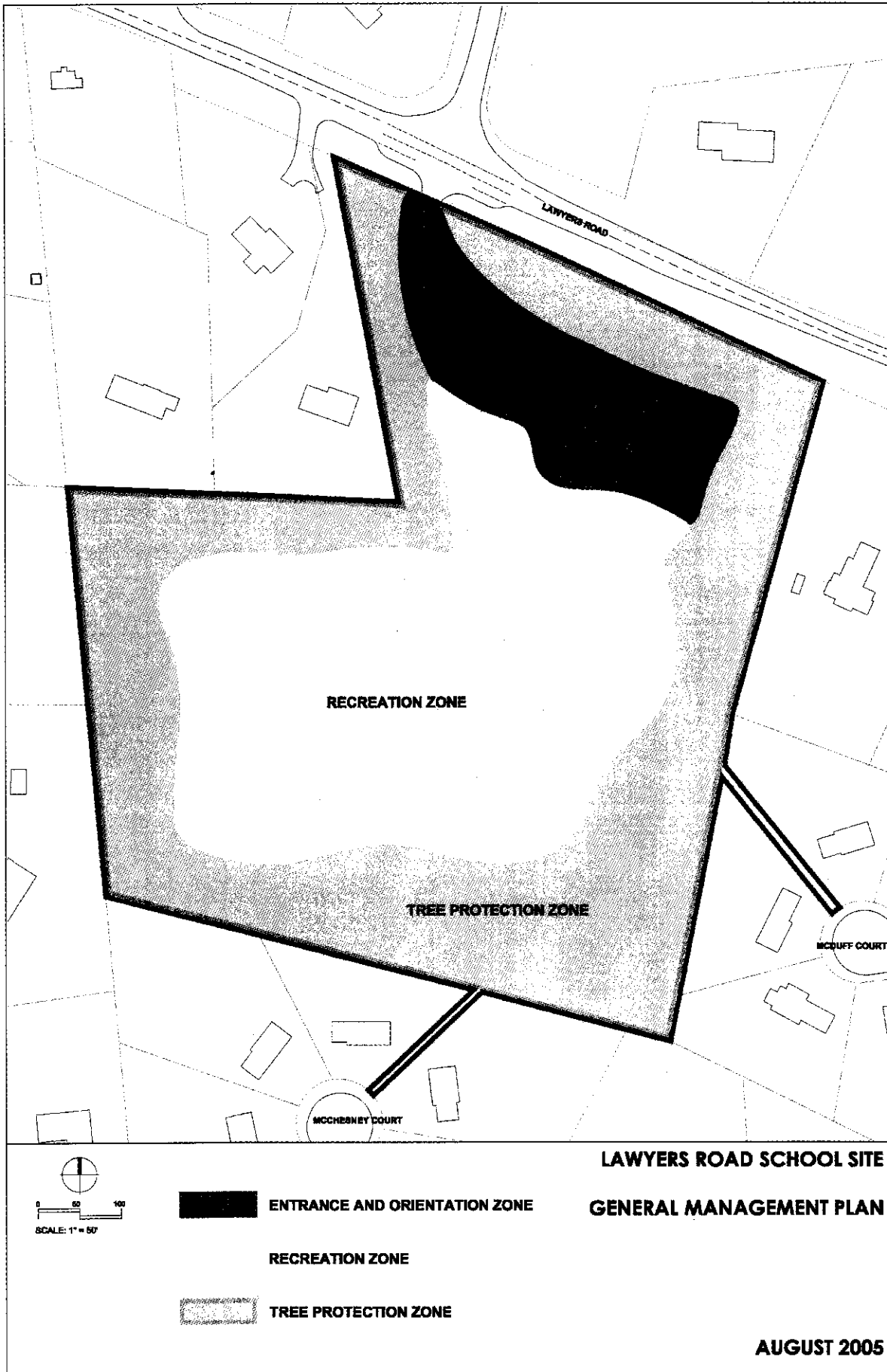
2. Cultural Resource Management

At this time, there are no known cultural resources onsite. If significant resources are discovered, the Park Authority's Resource Management Division should be contacted for guidance on appropriate management recommendations.

C. Site Amenities/Visitor Services

This is a local park where visitation times are expected to be less than two hours. As such, the park will be unstaffed and not include any major service facilities. An orientation area/kiosk should be sited adjacent to the parking area to provide general information about park and recreational opportunities at the site. Portable toilet facilities (or other self-supporting system such as composting toilets) should be provided near the parking area for the site.

D. Site Considerations

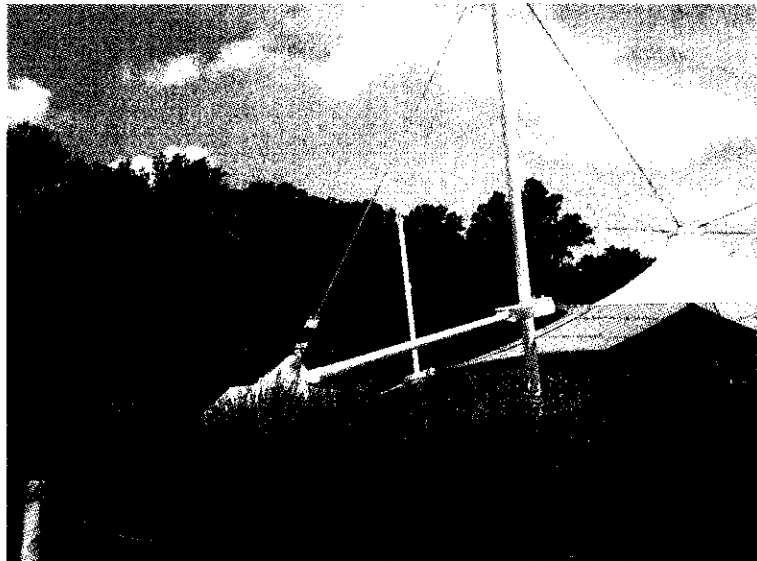


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The Park Authority's Area maintenance crew will provide periodic maintenance to the site. Interior to the site itself, there are no significant issues related to its use as a park. There are moderate slopes (generally less than 10 percent) that may require grading for use of the site but these types of slopes are routinely engineered as necessary. The primary site issues are along the perimeter and external to the site; most notably, vehicle and pedestrian safety along Lawyers Road, preventing parking in surrounding residential neighborhoods, and buffering and screening of visual impacts. These issues are addressed in detail within the Conceptual Development Plan section of this report.

V. MANAGEMENT FRAMEWORK

The management framework integrates research, site analysis, and basic data presented in this document. Management zones have been defined to provide a framework for decision-making. Existing uses, existing conditions and recommendations



from Park Authority staff were considered in the development of the management zones. The framework provides broad flexibility within a range of potential uses for each management zone. The General Management Plan Map on page 32 depicts the areas for each of the three management zones. While these boundaries should not be interpreted as hard lines, the acreage comprising each management zone is approximately as follows:

Entrance and Orientation Zone:	1.4 ac.
Recreation Zone:	5.4 ac.
<u>Tree Protection Zone:</u>	<u>6.9 ac.</u>
Site Total	13.7 ac.

The "Potential Uses" stated for the zone describe acceptable uses for each zone. If a use is not listed for a zone, by its omission it is considered an incompatible use for that zone. The potential uses are intentionally general to allow flexibility when making decisions. The management zones provide the foundation for future decision making in the park.



1. Entrance and Orientation Zone

Located in the northern part of the park adjacent to Lawyers Road, the entrance zone consists of a park sign, paved vehicular entrance, parking lot, interpretative signage and/or architectural features such as a covered pavilion to help create an identity for the park. Potential uses for this zone include parking, entry signage, road frontage improvements, pedestrian connections, portable or self-contained toilets, plaza, pavilion, benches, tables, visitor amenities such as seating, trash can, and/or drinking fountain, stormwater management including low-impact development facilities, and

landscaping.

2. Recreation Zone

The recreation zone is intended to support the development of recreation facilities and amenities to provide a variety of active and passive recreation opportunities. This zone consists of primarily open, non-treed areas but opportunities should be sought to minimize tree removal where possible. Potential uses for this zone include an athletic field and associated support structures such as bleachers and irrigation equipment and/or shed, open play area, playground, play courts, pavilion, creative play areas, picnic area, visitor amenities, and trails.

3. Tree Protection Zone

This zone includes the forested area along the perimeter of the property and ranges generally between fifty and two-hundred feet in width. The purpose of this zone is to protect native vegetation, improve habitat for native flora and fauna, and provide passive recreation and wildlife viewing opportunities for the public. Development in this area will be minimal and limited to trails, natural resource and habitat management, stormwater management as necessary, interpretation and education, and archaeological exploration

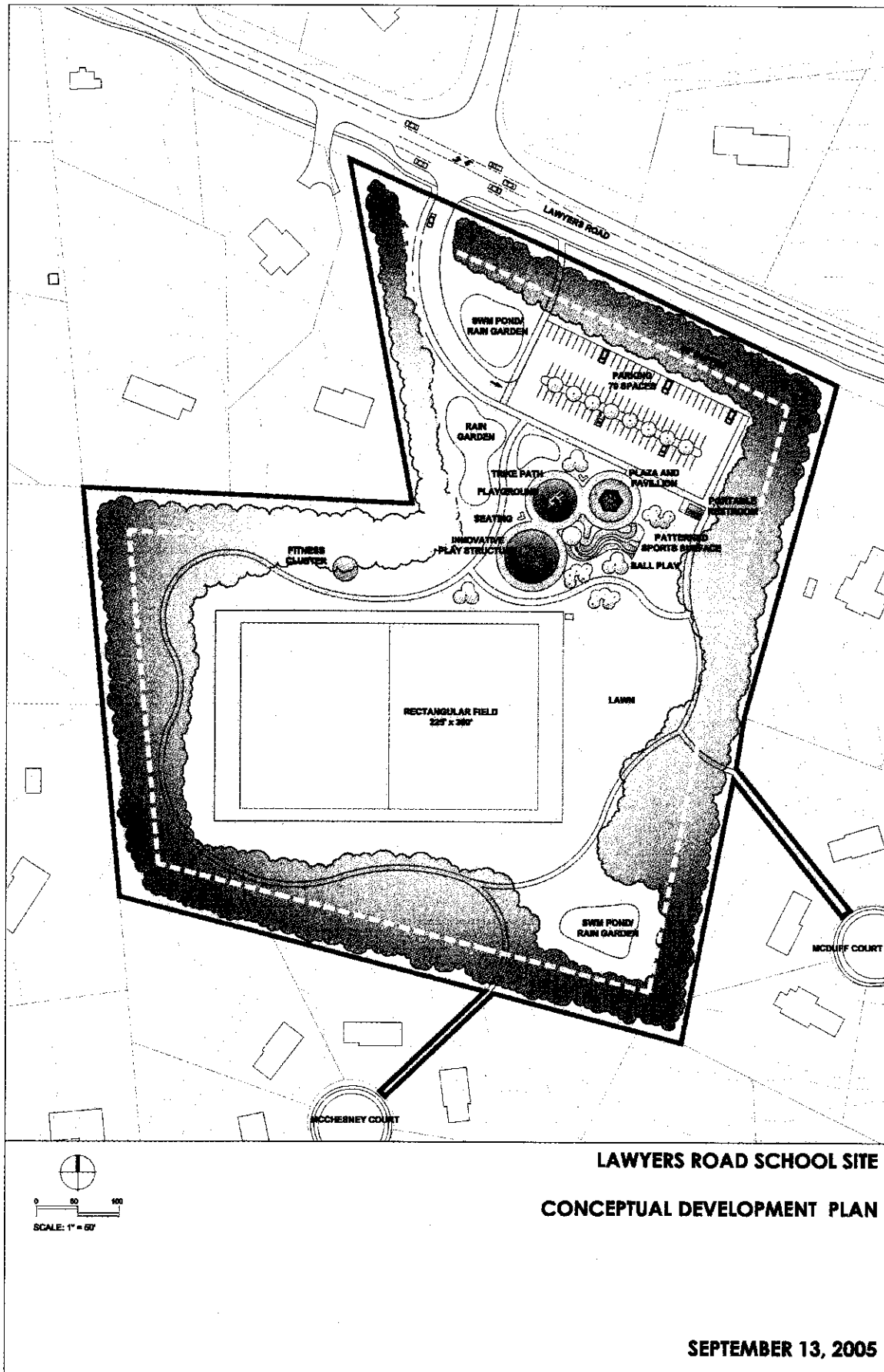
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CONCEPTUAL DEVELOPMENT PLAN

I. INTRODUCTION

The Conceptual Development Plan (CDP) describes the planned park elements;

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identifies design concerns; and illustrates the general location of the recommended facilities (see Conceptual Development Plan Map on page 36) based on the guidance of the General Management Plan.

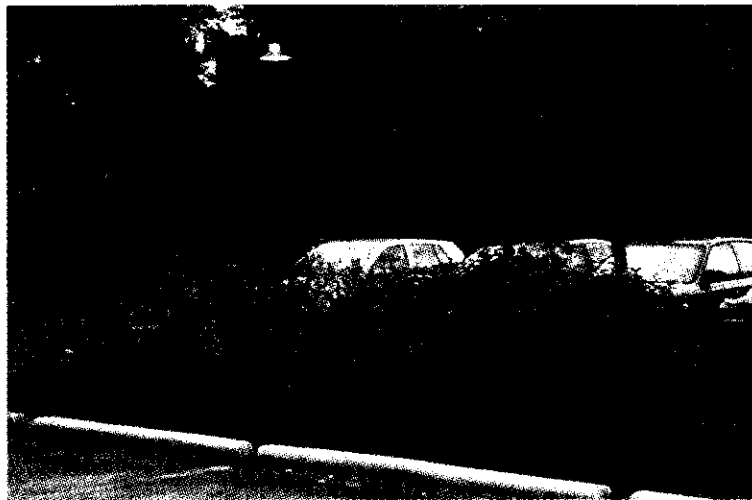
II. PARK ELEMENTS

A. Vehicle Access and Parking

The primary vehicle access and parking area will be located on Lawyers Road across from Carrhill Road. Lawyers Road currently averages over 11,000 trips per day and local residents have expressed concern about the safety of the existing road. Preliminary discussions with Fairfax County Department of



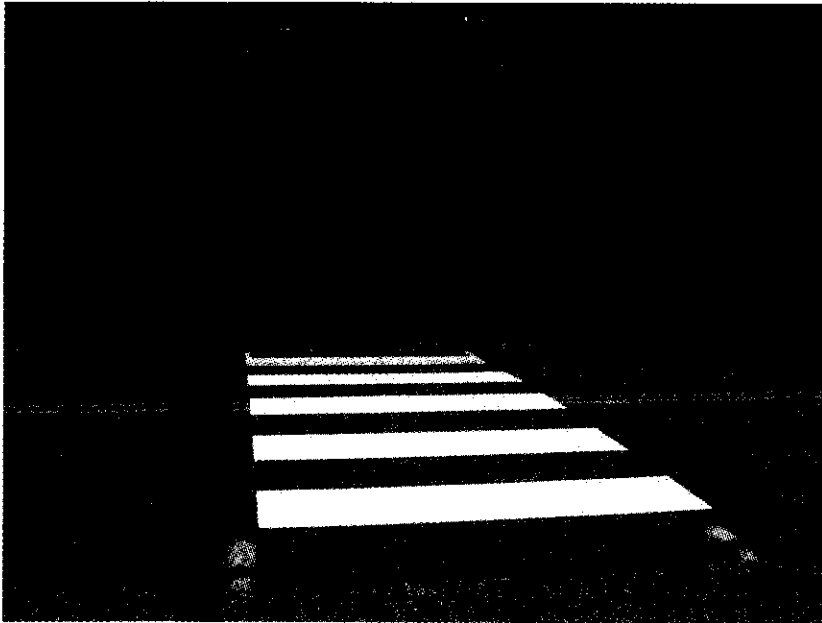
NEWLY PLANTED RAIN GARDEN



MATURE RAIN GARDEN

Transportation regarding the driveway entrance indicate a preference for the driveway to align across from Carrhill Road. Based on traffic projections for other similar park sites (ones with a single athletic field), the Lawyers Road Park may generate between 100 and 150 trips per day. This is a “worst-case”

scenario analysis that assumes peak usage that may actually only occur on fifty to one-hundred days per year (based on seasonal use and typical field scheduling). At the time of site engineering, the entrance driveway for the park should be designed in the safest manner possible including successfully dealing with issues of sight-



TYPICAL CROSSWALK

lines, need for turn lanes, etc.

The parking area adjacent to the Lawyers Road entrance should accommodate seventy vehicles. The periphery of the parking area should be set back at least fifty-feet from neighboring properties. This fifty-foot wide area should be

maintained as a vegetative buffer. Where necessary, the existing vegetation should be supplemented to provide neighbors with adequate screening. Supplemental plantings should be native species including evergreen trees and shrubs to offer buffering year-round. A well-screened portable restroom, composting toilet, or other such self-contained facility should be located adjacent to the parking area.

Stormwater management should be provided within one or more vegetated swales of the parking lot as well as in rain-garden(s) adjacent to the parking lot. These areas will feature attractive, functional, native landscaping over an engineered subsoil to effectively function as low-impact design stormwater management areas.

Local residents have expressed concern that users of the park may park their cars along McDuff and McChesney Courts and walk into the park using the pedestrian access from these courts. Provision of the seventy-space parking lot at the park's Lawyers Road entrance should be sufficient so that park users will not need the option of using street side parking within the Glen Cannon subdivision. The trail connections at McDuff and McChesney should not be marked with a park sign but rather with a discreet trail marker to allow neighborhood access without encouraging other users to park on the adjacent residential streets.

B. Pedestrian Access

A significant public concern expressed at public planning meetings for this project was pedestrian access to the park across Lawyers Road from the residential neighborhoods to the north (such as Carriage Hill). Suggestions at public meetings included providing a pedestrian overpass, signalized crossing, or crosswalk. Considering that there are no sidewalks across from the park on the north side of Lawyers Road (or within the adjacent neighborhoods), an overpass or signalized crosswalk does not seem appropriate or warranted. However, a striped crosswalk between the park site and Carrhill Road is recommended similar to those recently established on Vale Road and at another location further west on Lawyers Road to accommodate the Cross County Trail. These crossings are broadly striped crosswalks with pedestrian signs at the crosswalk and additional signs stating "300 feet ahead" with the pedestrian symbol posted 300 feet on either side of the crosswalk as motorists approach. Sight lines are more than adequate for a marked crosswalk near Carrhill Road at Lawyers Road. Crossings of secondary roads require care on the part of both pedestrians and motorists.

Two narrow extensions of the park site, each ten-foot in width with existing concrete sidewalks, extend between residential lots of Glen Cannon to the public

roads of McChesney and McDuff Courts. ~~Neighbors have expressed concern about loss of privacy on their lots by allowing use of these walkways for pedestrian access to the park.~~ These pedestrian entrances provide essential park access for the local neighborhood. ~~The distance between the McChesney Court and the Lawyers Road entrance is over one-half mile. Many of the park users will be children, parents with tots, and elderly neighbors who need safe and convenient pedestrian access to the park. Without these entrances, the walking distance to the Lawyers Road entrance presents a significant impediment for a segment of the community's park users. These pedestrian entrances and should remain open.~~

C. Trails

A key experience at Lawyers Road Park will be to walk or jog within the park. A main trail circuit approximately one-third mile in length is proposed in the southern portion of the site. Connections to this trail will be provided from the parking area as well as via

pedestrian entrances on McDuff and McChesney Courts to the east and south. The main circuit trail will provide the primary access to the natural area of the park. Expressed user preference is for a flexible surface to minimize shock impact on joggers and runners. However, most shock-absorbing surfaces are either easily eroded



(woodchip or stonedust) or prohibitively expensive (poured or formed rubber surfacing). Asphalt is the most cost-effective alternative. Other trails should be provided as necessary to ensure connectivity between parking, visitor amenities, park and recreational components within the park, and surrounding neighborhoods. Benches should be provided at a few key locations along the trail.

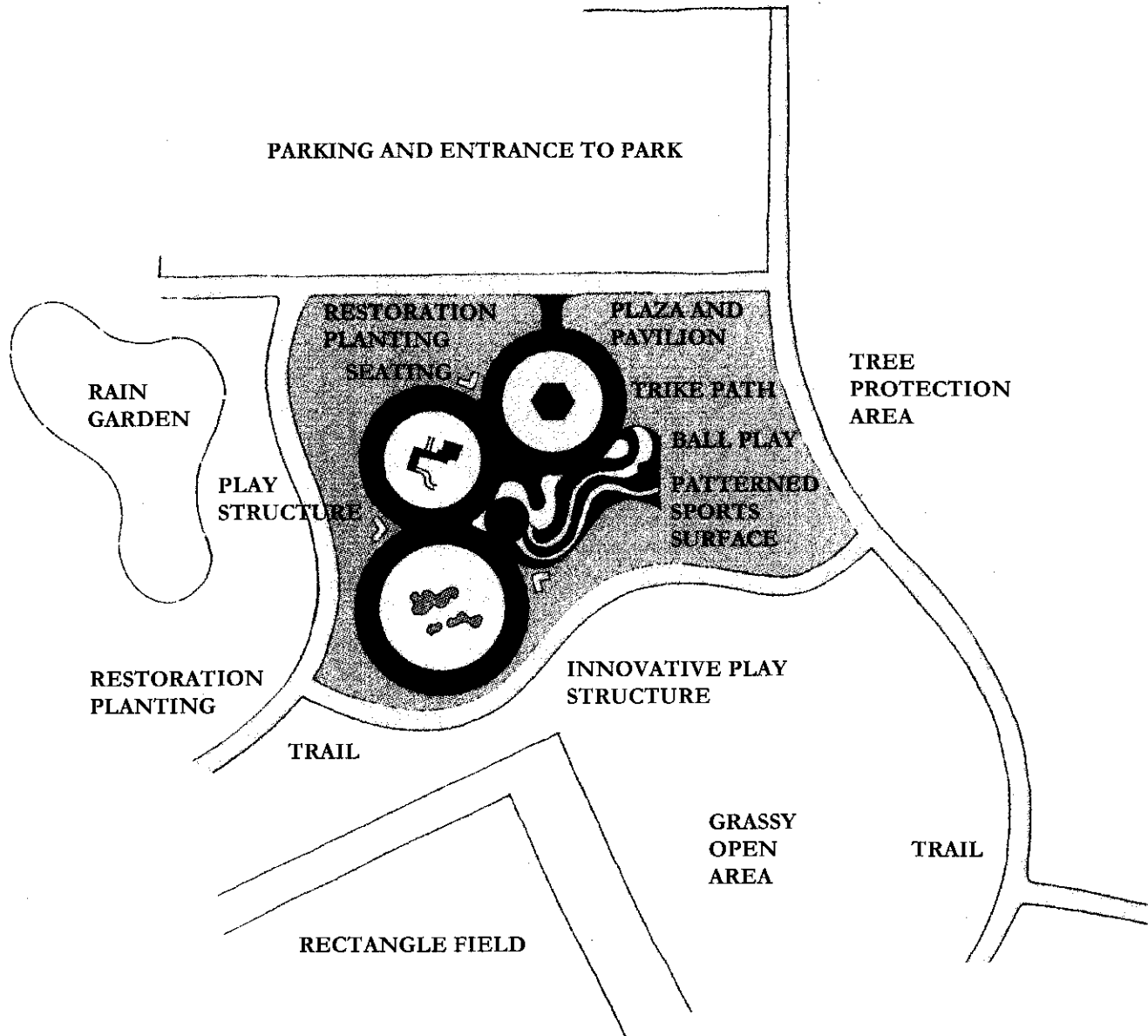
The trail loop should be ADA accessible if practical but slopes onsite may prohibit ADA design without significant tree clearing and re-grading. If the loop trail is not accessible, there should be other trails within the park that are accessible so that all will have opportunity to use trails at the park.

There is an existing asphalt trail located within the VDOT right-of-way on the south side of Lawyers Road. The trail is in poor condition. The Park Authority has requested that VDOT repair and improve the trail. A short “stub” connection will be needed between the park entrance crosswalk on Lawyers Road and this trail.

D. Fitness Cluster

An exercise area should be provided along the loop trail. The exercise area should consist of one strategically placed fitness cluster. The fitness cluster will offer an opportunity for several (perhaps three or four) different exercises at one location. This equipment should be placed far enough away from the major activities to give a sense of privacy, yet close enough to give a sense of security and to discourage unintended uses. The fitness cluster will offer loop trail users an additional type of exercise beyond walking or jogging. Seating may be provided near the station.

PARK ENTRANCE AT LAWYERS ROAD



PLAN VIEW

**PLAZA AND PICNIC PAVILION
AND CREATIVE PLAY / COURT AREA**

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BIRD'S EYE VIEW

CREATIVE PLAY AREA CONCEPT

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E. Plaza and Picnic Pavilion

A plaza is proposed for the area adjacent to the parking lot. This area will act as a gateway to the other amenities of the site. This is the appropriate location for an information kiosk to provide park users with an orientation to the site. A seating wall can double as a retaining wall for grading that may be necessary for the plaza or adjacent play area. This wall can define the edge between paving and planted areas while providing additional seating, closer to some activities than a centralized seating area.

This area should also include a modest size picnic pavilion. A pavilion here will be convenient to parking and close enough to the playground to provide a central location for parents to monitor children. The pavilion will protect park visitors from the sun and rain. The pavilion should be of a size and scale appropriate for a local park with at least two picnic tables to accommodate small group and family-oriented activities.



BALL PLAY IN THE COURT AREA

F. Creative Play/Court Area

One of the primary attractions of this park will be a creative play area to encourage exploration and discovery through play. (See conceptual drawings on pages 42 and 43).

This area is meant to appeal to

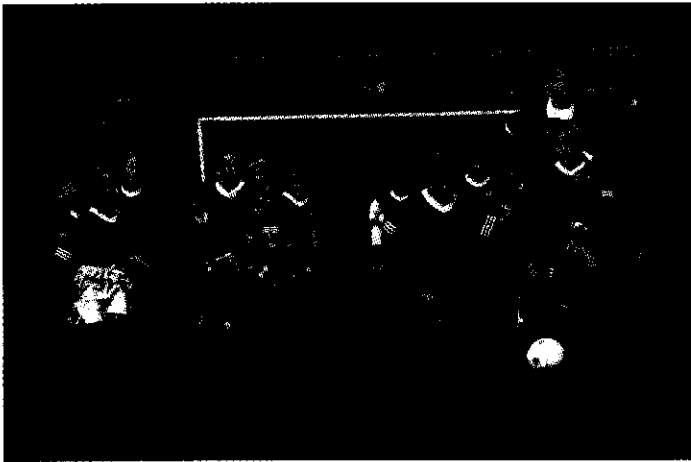
children's need to invent and create. The opportunity for a variety of experiences will be supported in this play complex. The key components of this area should include some traditional playground equipment (such as a structure and/or swings), an innovative alternative play or climbing structure (such as artificial rocks), play-oriented hardscape, and a court surface with ball skill challenges

The playground should be accessible and consist of a combination of traditional play apparatus enclosed in one circle and an alternative play space for a different type of experience enclosed in an adjacent circle. The equipment should encourage the development of physical, social, and cognitive skills by offering a variety of surfaces, textures, colors, and changes in level of difficulty. Permanent resilient surfacing should be installed to ensure safety and accessibility for all users. Loose material can be used where accessibility is not an issue, to maximize pervious surface area.

A tricycle path/mini-track is envisioned in a figure-eight or oval pattern surrounding the play areas. The "trike-path" can tie the pavilion area, the play structure area, and the climbing structure area together, while providing another play feature. The paving materials and pattern on should link the plaza to the other paved areas, providing an incentive to explore all parts of this high-activity area.

A court-surface area should be integrated into the design of the play complex. The area will promote a mix of basketball (on a half-court), a "Drop-Shot" or "Four Play" type ball toss feature, and more free-form activities. The court surface should accommodate different ages and skill levels while providing space for multiple users simultaneously without interference from each other.

The entire innovative play/court area should be an integrated, visually pleasing



TYPICAL RECTANGLE FIELD USE

dynamic can be generated. There may be a free-standing seating wall, or benches, at the edge of the plaza, the play area, or the innovative play/court surface to help define the area and provide places to observe and rest. The park elements and facilities should be accessible to the greatest extent possible.

whole. Paving patterns and variation in surface can help define the flow of movement through the area. Attractive, coordinated colors and materials should be used for pavement, play equipment, trike path, and site furniture. This will tie the elements of the park's structured activity area together. If the paving patterns indicate movement, a vital and athletic

G. Lawn/Open Play

A gently sloping, open grassed area is planned adjacent to the creative play complex. This area can be used for unscheduled play such as ball or frisbee tossing, general running around, tag, and other open field games.

H. Rectangle Field

A full-sized, irrigated multi-use rectangle field is proposed for the area in the south central portion of the site. The field should not be lighted. It should be located to minimize grading of the site and to preserve as much of the existing woods as

possible. Areas of tree removal for grading outside of the playing field should be replanted, using native trees and understory plants.

Benches and/or bleachers may be provided for players and spectators. If necessary, a small irrigation structure could be located at the edge of the field, in a location that will not interfere with open play areas or trail users, but will allow easy access for maintenance.

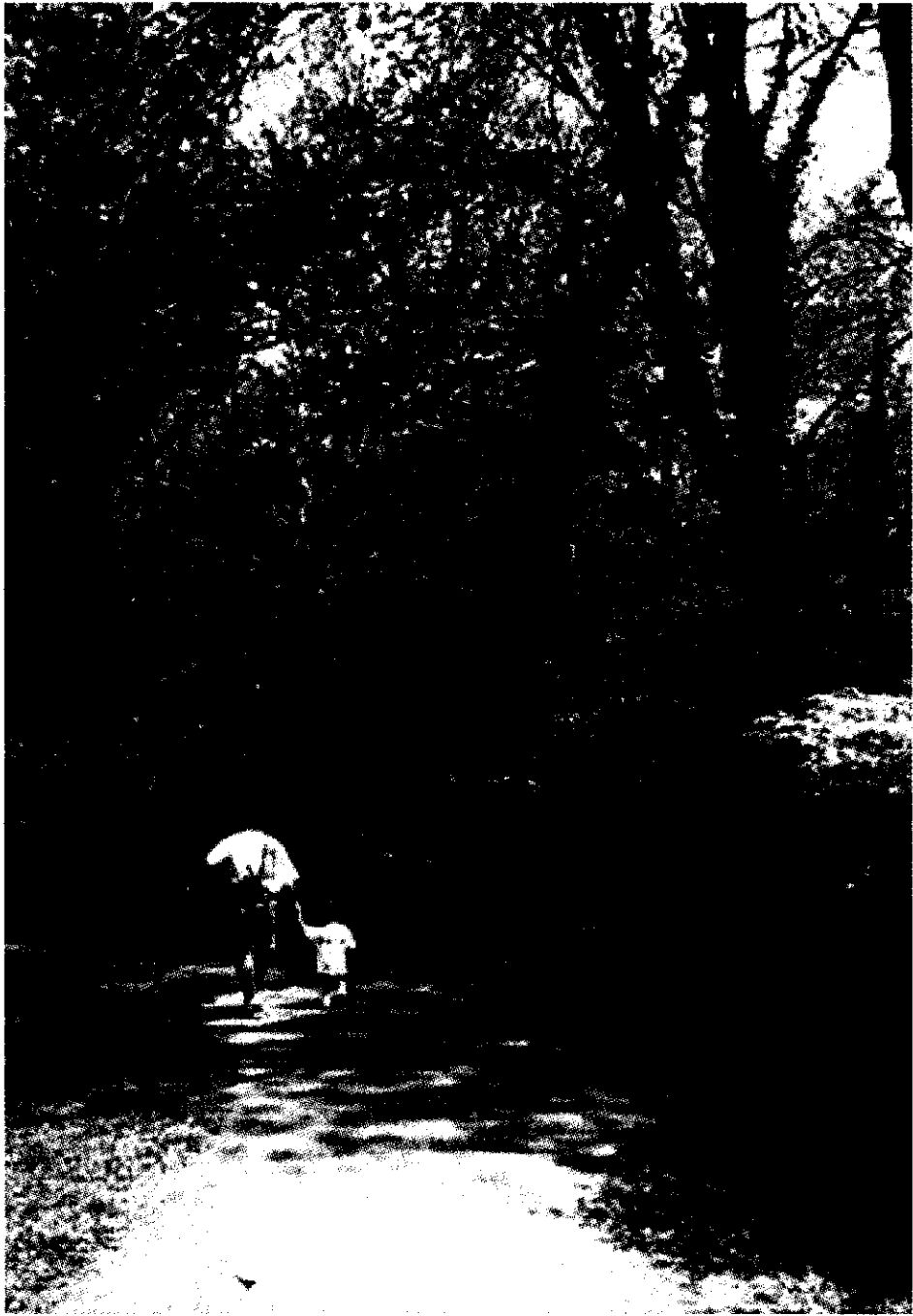
I. Visitor Amenities/Comfort

The park may provide an array of visitor amenities/comfort features. While not all of these features are specifically identified on the CDP, the park may include minor comfort amenities such as park benches/seating areas, trashcans, and/or a drinking fountain.

III. DESIGN CONCERNS

Having multiple activities grouped closely together will bring design challenges. These challenges can be addressed by ensuring a flow of movement within and between the elements, by providing enough area for each use, and through appropriate landscaping. The positive result of concentrating a creative mix of activities together will be to make this park unique and exciting for visitors.

Where there is no pavement or trails in the area near the parking lot, re-vegetation can occur. This planting can be coordinated with the Rain Garden/SWM design. Views to the activity area and into the park from the parking lot should be maintained for security.



Board Agenda Item
April 26, 2006

ACTION -

Approval – Extension of Open-End Contracts for Professional Services

ISSUE:

Approval of a one-year extension to the open-end contracts with the firms of Bowie Gridley Architects, P.L.L.C., Gauthier Alvarado & Associates, Samaha Associates, P.C., and Studio 3 Architects, P.C. for architectural and engineering services; and approval of the second, and final, one-year extension to the open-end contracts with the firms of Schnabel Engineering, Burgess & Niple, Inc., and Clough Harbour and Associates, for geotechnical engineering and inspection services needed to accomplish the projects in the 2004 Park Bond Program.

RECOMMENDATION:

The Park Authority Director recommends approval of a one-year extension to the open-end contracts with the firms of Bowie Gridley Architects, P.L.L.C., Gauthier Alvarado & Associates, Samaha Associates, P.C., and Studio 3 Architects, P.C. for architectural and engineering services needed to accomplish the projects in 2004 Park Bond Program (each firm will be extended for a term of one (1) year and the contract limits will be reset to the not to exceed amount of \$400,000); and a final one-year extension to the open-end contracts with the firms of Schnabel Engineering, Burgess & Niple, Inc. and Clough Harbour and Associates, for geotechnical engineering and inspection services (each firm will be extended for a term of one (1) year).

TIMING:

Board action is requested on April 26, 2006 to ensure that architectural and engineering and geotechnical engineering and inspection services are readily available to accomplish the 2004 Park Bond Program.

Board Agenda Item
April 26, 2006

BACKGROUND:

On April 13, 2005, the Park Authority Board approved open-end contract awards to the firms of Bowie Gridley Architects, P.L.L.C., Gauthier Alvarado & Associates, Samaha Associates, P.C., and Studio 3 Architects, P.C. for architectural and engineering services needed to accomplish the projects in 2004 Park Bond Program. Each firm was awarded a contract in the not-to-exceed amount of \$400,000 for a term of one (1) year. The contracts were renewable for two (2) additional one-year terms at the option of the Park Authority Board. Staff recommends extending all four (4) contracts for a one-year time period. This is the first one-year extension.

On April 14, 2004, the Park Authority Board approved open-end contract awards to the firms of Schnabel Engineering, Burgess and Niple, Inc., and Clough Harbor and Associates, for geotechnical engineering and inspection services. The contracts were for an amount not to exceed \$80,000 each, which would be charged to individual projects as needed. The contracts were approved for a period of one-year with the option to extend them for two (2) one-year extensions. On April 13, 2005, the Park Authority Board approved a one-year extension to the open-end contracts with all three firms. To accomplish the projects in the 2004 Park Bond Program, staff recommends extending all three (3) contracts for a one-year time period. This is the second, and final, one-year extension.

FISCAL IMPACT:

The contract amounts encumbered and contract expiration dates are listed on Attachments 1 and 3. Contract expenditures will be charged to individual projects as work is assigned, up to the maximum amount of the contract. **This Board action only commits funds through the issuance of a Contract Project Assignment.**

ENCLOSED DOCUMENTS:

- Attachment 1: Summary of Open-end Contracts for Architectural and Engineering Services
- Attachment 2: Summary of Open-end Contracts for Geotechnical Engineering and Inspection Services

Board Agenda Item
April 26, 2006

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Lynn S. Tadlock, Director, Planning and Development Division

John Lehman, Manager, Project Management Branch

Deborah Garris, Supervisor, Project Management Branch

Michael Baird, Management Analyst, Financial Planning Branch

Susan Tibbetts, Administrative Assistant, Financial Planning Branch

**SUMMARY of OPEN-END CONTRACTS for
ARCHITECTURAL & ENGINEERING SERVICES**

Firm Name	Current Contract Expiration Date	Revised Contract Expiration Date*	Current Contract Amount	Contract Amount Encumbered to Date	Revised Contract Balance
Bowie Gridley Architects	2006 April	2007 April	\$400,000	\$0	\$400,000
Gauthier, Alvarado & Associates, Inc.	2006 April	2007 April	\$400,000	\$0	\$400,000
Samaha Associates, PC	2006 April	2007 April	\$400,000	\$0	\$400,000
Studio 3 Architects, PC	2006 April	2007 April	\$400,000	\$177,853	\$400,000

* First of two (2) possible one-year extension periods for these contracts.

**PROJECT ASSIGNMENTS to
ARCHITECTURAL & ENGINEERING SERVICES**

Firm Name	Project Assignments
Bowie Gridley Architects	N / A
Gauthier, Alvarado & Associates, Inc	N / A
Samaha Associates, PC	N / A
Studio 3 Architects, PC	1. Lake Fairfax - Scope/Pre-Design Prep; Core Area II Improvements 2. Clemjontri Community Park

**SUMMARY of OPEN-END CONTRACTS for
GEOTECHNICAL ENGINEERING & INSPECTION SERVICES**

Firm Name	Current Contract Expiration Date	Revised Contract Expiration Date*	Original Contract Amount	Current Contract Balance	Funding to be Added	Revised Contract Balance
Burgess & Niple, Inc	2006 April	2007 April	\$80,000	\$16,789	\$0	\$16,789
Clough, Harbour, & Associates	2006 April	2007 April	\$80,000	\$80,000	\$0	\$80,000
Schnabel Engineering	2006 April	2007 April	\$80,000	\$74,429	\$0	\$74,429

* Second of two (2) possible one-year extension periods for these contracts.

**PROJECT ASSIGNMENTS to
GEOTECHNICAL ENGINEERING & INSPECTION SERVICES**

Firm Name	Project Assignments
Burgess & Niple, Inc	1. Ellanor C. Lawrence Field Lighting
	2. Arrowhead Park & Colin Powell Elementary School
	3. Clemyjontri Park
	4. Cross County Trail
Clough, Harbour, & Associates	N / A
Schnabel Engineering	1. Hidden Pond SV

Board Agenda Item
April 26, 2006

ACTION -

Approval – License Agreement Between Fairfax County Park Authority and Washington D.C. SMSA Limited Partnership in Pimmit Run Stream Valley Park (Dranesville District)

ISSUE:

Approval of a license agreement between Fairfax County Park Authority and Washington D.C. SMSA Limited Partnership (“Verizon Wireless”) to install telecommunication equipment and related structures in Pimmit Run Stream Valley Park.

RECOMMENDATION:

The Park Authority Director recommends that the Park Authority Board approve the license agreement between Fairfax County Park Authority and Washington D.C. SMSA Limited Partnership to install telecommunication equipment and related structures in Pimmit Run Stream Valley Park.

TIMING:

Board action is requested on April 26, 2006, in order to maintain the project schedule.

BACKGROUND:

Fairfax County Park Authority received a request from Washington D.C. SMSA Limited Partnership (“Verizon Wireless”) to install a telecommunication monopole structure and related equipment in Pimmit Run Stream Valley Park, within the Area 1 Maintenance Facility (Attachment 1). Verizon Wireless proposes to install a “stealth” monopole/tree pole of 108 feet in height. All of the antennas will be obscured by artificial vegetation (Attachment 2), and additional vegetative screening will be provided along Taylor Road to provide a vegetated buffer between the monopole and the predominantly residential community. The monopole will be located in a 1,800 sq. ft. fenced compound containing the associated telecommunication equipment; this compound will be located at the back but within the Area 1 Maintenance Facility. Park Operations staff are aware that access to the site will be from the existing Area 1 Maintenance Facility entrance, and have indicated that the proposed location of the telecommunication equipment will not conflict with their operations.

Board Agenda Item
April 26, 2006

Staff has evaluated the proposed site under the guidance of Park Authority Policy 303, Telecommunication Sites, and found no significant negative impacts will result with this use of parkland. Several private properties were evaluated and rejected by Verizon Wireless for the location of the monopole; this was the only public site that met their requirements.

The initial term of the license is ten (10) years with three (3) five-year renewal terms. Provisions for equipment removal are included in the license along with requirements for staff review and approval of site plans. The agreement can be cancelled if the required government approvals are not granted within eighteen (18) months of the signing of this agreement. The County Risk Management Division and the County Attorney have already reviewed and approved this agreement.

FISCAL IMPACT:

The annual license fee for the first year of the initial ten-year term will be \$25,200. At the end of each year the annual license fee for the following year will increase by 3%. Additionally, a one-time use fee of \$5,000 will be paid to the Park Authority upon obtaining all necessary governmental approvals. Funds received from this license will be appropriated into Fund 371, Park Capital Improvement Fund for improvements to Pimmit Run Stream Valley Park. If the license agreement is renewed after the initial ten-year term, funds from the license fee will be appropriated by action of the Park Authority Board, in accordance with Policy 303.

ENCLOSED DOCUMENTS:

Attachment 1: Location Map – Proposed Telecom Facility / Area 1 Maintenance Facility
Attachment 2: Telecommunication Drawings – Elevation/Site Plan / Exhibit A, B and C
Attachment 3: Table of Contents and Fairfax County Park Authority License Agreement
Attachment 4: Policy 303 – Telecommunication Sites

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn S. Tadlock, Director, Planning and Development Division
Todd Johnson, Director, Park Operations Division
Kay H. Rutledge, Manager, Land Acquisition and Management Branch
Cindy McNeal, Section Supervisor, Land Acquisition and Management Branch
James L. Miller, Property Manager, Land Acquisition and Management Branch



UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

REPORT OF INVESTIGATION

DATE OF REPORT
DATE OF FIELD WORK

REPORT OF INVESTIGATION
DATE OF REPORT
DATE OF FIELD WORK



1	2	3
4	5	6
7	8	9

PROPERTY MAP

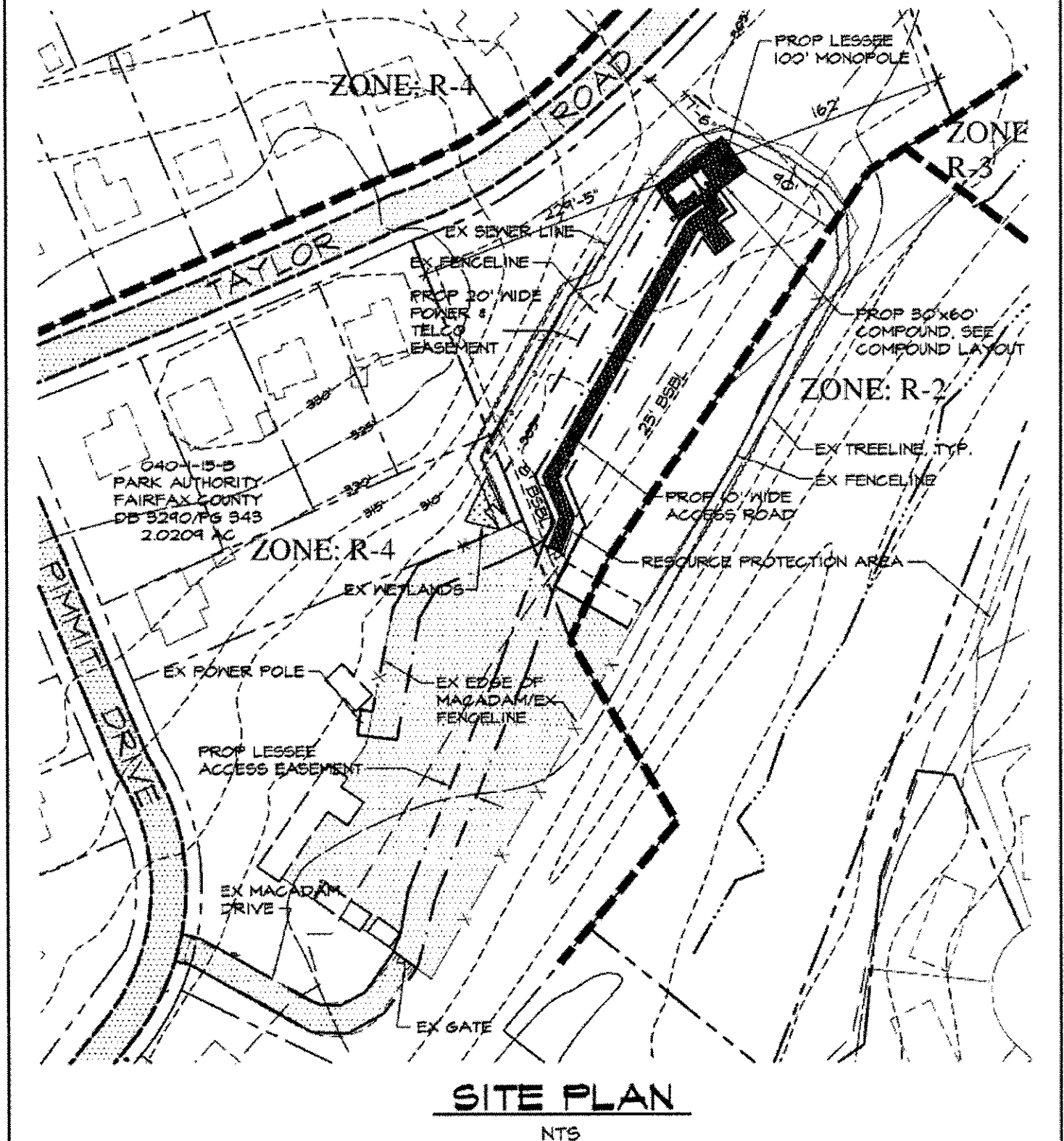
40-1

1. NAME OF THE PARTY

2. ADDRESS OF THE PARTY



Exhibit A



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

South Hampton

Fairfax County, VA

Exhibit A

SCALE: AS NOTED	DATE: 1/05/06	DRAWN BY: DJC	DESIGN BY: DJC	REVIEW BY: BES	JOB NO.: 10427.227
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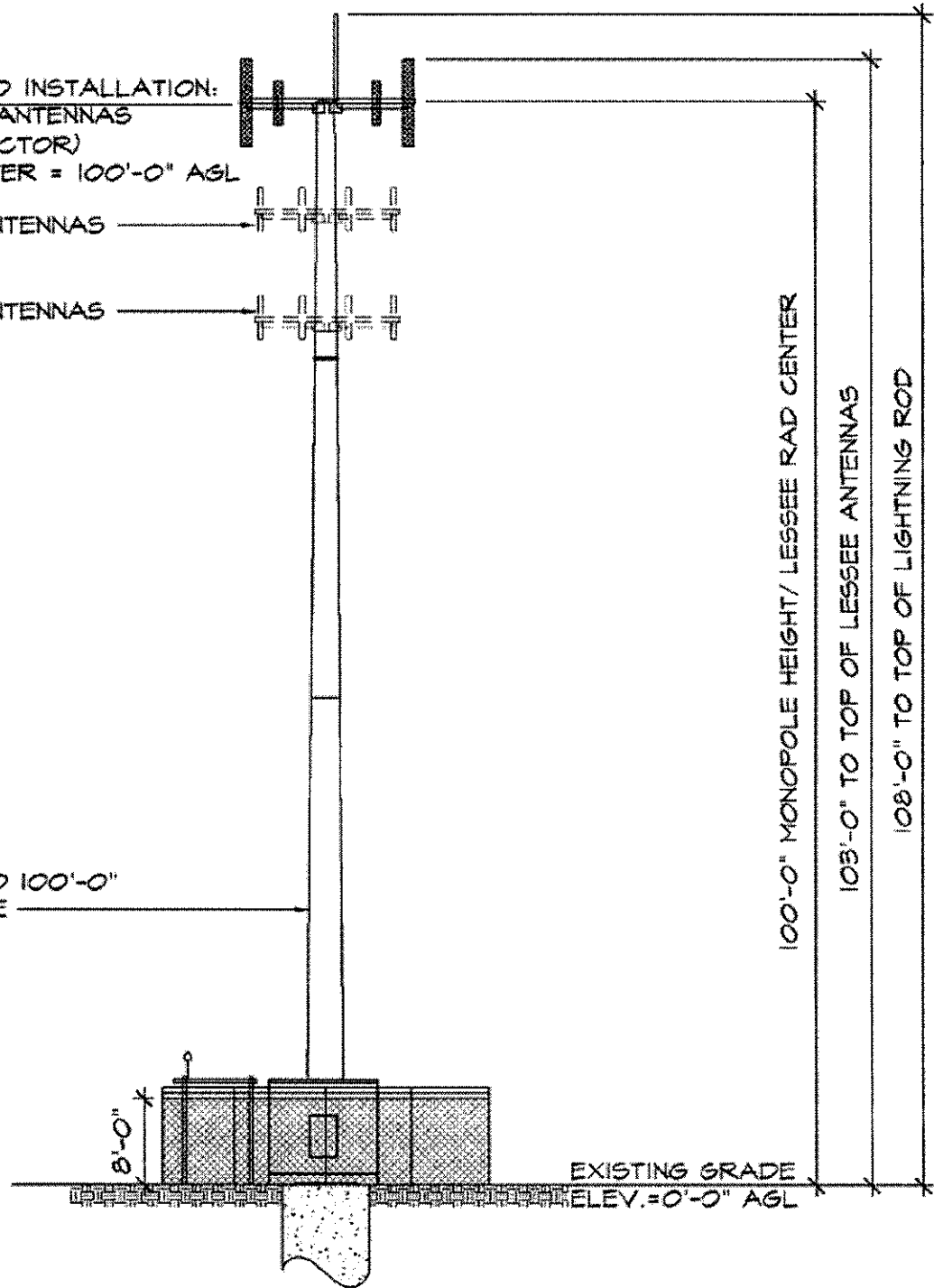
Exhibit B

PROPOSED INSTALLATION:
12 PANEL ANTENNAS
(4 PER SECTOR)
RAD CENTER = 100'-0" AGL

FUTURE ANTENNAS

FUTURE ANTENNAS

PROPOSED 100'-0"
MONOPOLE



TOWER ELEVATION

NTS



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

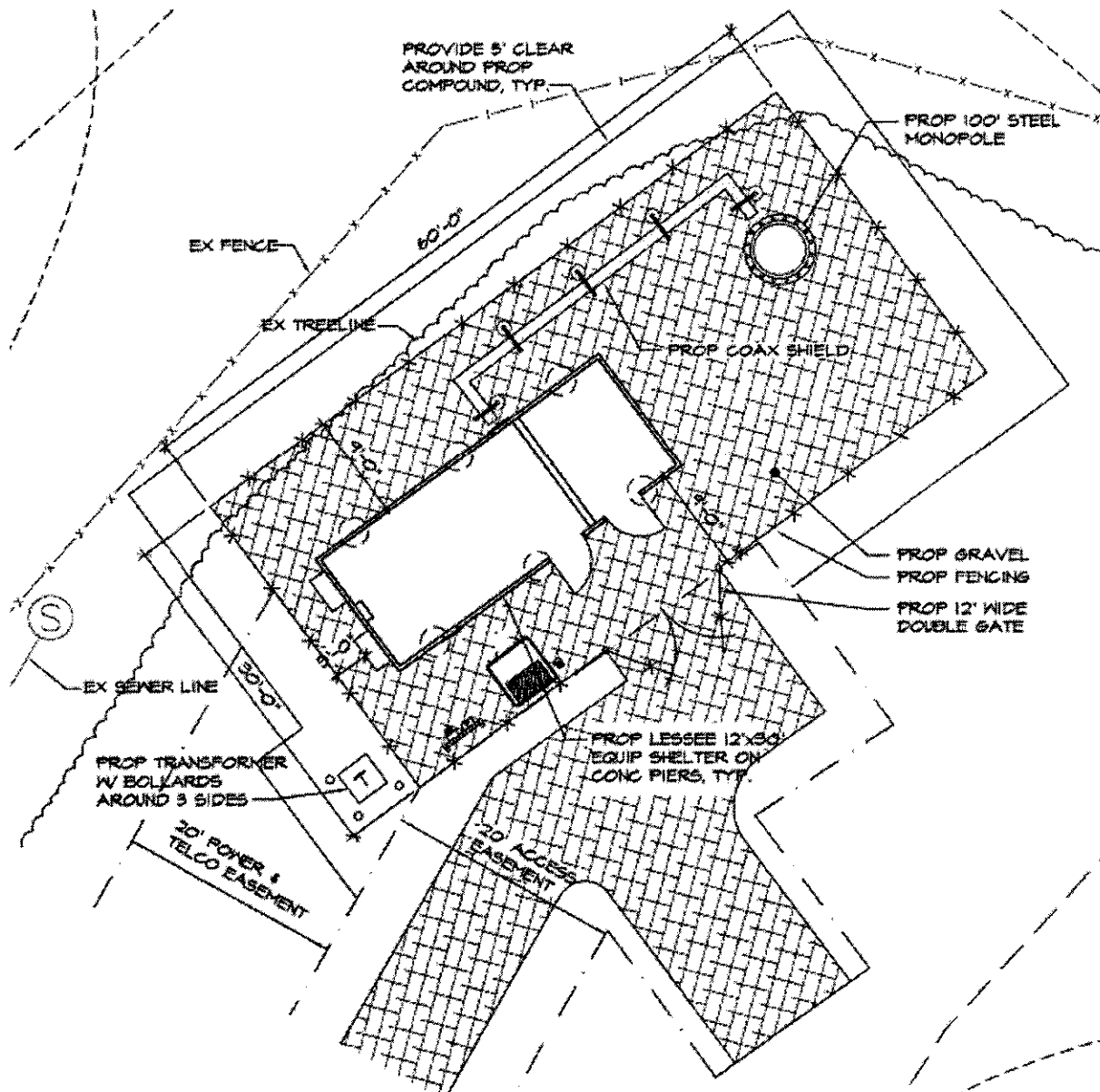
South Hampton

Fairfax County, VA

Exhibit B

SCALE: AS NOTED	DATE: 1/05/06	DRAWN BY: DJC	DESIGN BY: DJC	REVIEW BY: BES	JOB NO.: 10427.227
--------------------	------------------	------------------	-------------------	-------------------	-----------------------

Exhibit C



COMPOUND LAYOUT

NTS



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

South Hampton

Fairfax County, VA

Exhibit C

SCALE:

AS NOTED

DATE:

1/05/06

DRAWN BY:

DJC

DESIGN BY:

DJC

REVIEW BY:

BES

JOB NO.:

10427.227

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**FAIRFAX COUNTY PARK AUTHORITY
LICENSE AGREEMENT**

THIS AGREEMENT ("Agreement"), dated as of _____, 2006 between Fairfax County Park Authority, an instrumentality exercising public and essential governmental functions ("Licensor") and Washington, D.C. SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), having an office at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Licensee"), recites and provides:

RECITALS

Licensor is the owner of a parcel of land located at 1927 Pimmit Drive, Falls Church, Virginia 22043, in Fairfax County, Virginia and referred to among the Tax Map records of Fairfax County as Tax Map No. 040-1-15-B. Licensor is willing to permit Licensee to use such portion of the Premises as described in Exhibit A (hereinafter referred to as "the Premises") for the purposes and in accord with the terms and conditions set forth in this Agreement.

Licensor is willing to permit Licensee to use such portion of the Premises for the purposes and in accord with the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Facilities", as used herein, shall be antennas, equipment, ancillary and related structures, cables, accessories and improvements as more specifically described on Exhibits B and C attached hereto, and shall include any approved additions or alternations thereto, subject to Licensor approval as specified in Paragraph 6 below.

2. Use of Premises.

(a) Licensor grants to Licensee a non-exclusive license (the "License") to construct, install and operate the Facilities upon the Premises in the general configuration shown on Exhibit C hereto, subject to Licensor's final approval of the plans as specified in Paragraph 6 below. Subject to compliance with all laws, Licensee may at its own cost and expense, use the portion of the Premises shown on Exhibit C to construct, install, operate, maintain, repair, replace, protect and secure the "Facilities".

(b) Licensor grants to Licensee, subject to all conditions herein, including, but not limited to Paragraph 6 the right to install and operate underground electric lines from Licensee's

meter to the Facilities and telephone lines from the termination point of the telephone utility supplying telephone service to the Facilities as shown on Exhibit C.

(c) Licensors agree to grant, subject to all conditions herein, including, but not limited to Paragraph 6 such easements to public service corporations across the Premises to the Facilities as shown on Exhibit C.

(d) All portions of the Facilities brought onto the Premises by Licensee shall remain the Licensee's personal property and, so long as Licensee is not in default, at Licensee's option, may be removed by Licensee at any time during the term, but no later than ten (10) days after the License has terminated. Upon the termination of the License the Facilities shall be removed from the Premises by the Licensee, including the removal of the monopole and equipment shelter foundations. Licensee shall restore the Premises to the condition prior to the execution of the agreement, reasonable wear and tear expected. Licensee shall contact all public service corporations and telephone utility company(s) who were granted easements as required by Licensee to have all equipment removed from the premises, at the Licensee's expense and restored to its prior condition. All such easements shall be vacated at the Licensee's expense.

(e) Subject to the limitations set forth herein, Licensors grants Licensee a non-exclusive license for ingress and egress over (i) the portion of the Premises shown on Exhibit C and (ii) to the extent of the Licensors' interest therein, any existing access roads, easements or rights of way serving the Premises for access to the Facilities for the purposes of installing, maintaining, operating, repairing, reconstructing and removing the Facilities. Subject to the foregoing, Licensee shall have twenty-four (24) hour a day, seven (7) day a week access to the site and the Facilities for maintenance, unscheduled repairs and other emergencies.

(f) Licensors reserves the right to continue all existing uses of the Premises and to make or permit any additional use of the Premises as Licensors deems appropriate.

(g) Licensee shall not: (i) violate any environmental laws (now or hereafter enacted), in connection with Licensee's use or occupancy of the Leased Premises; or (ii) use, generate, release, manufacture, refine, produce, process, store, or dispose of any Hazardous Wastes on, under, or about the Leased Premises, or transport to or from the Leased Premises any Hazardous Wastes; except for the use of sealed batteries or a diesel generator for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily use by commercial businesses, subject to compliance with all applicable laws and regulations. "Hazardous Wastes" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

(h) Construction and installation of the Facilities shall be accomplished without interfering with the use or development of the Premises, existing as of the date of this Agreement, by Licensors or any other party and/or the necessary day to day operations of the Licensors. Promptly upon completion of the foregoing construction, installation or maintenance, Licensee shall, at its own cost and expense, repair any damage to the Premises resulting from such construction, installation or maintenance.

3. Term

(a) The initial term of the License hereby granted ("Term") shall be ten (10) years, commencing on the earlier of the date the first (1st) day of the month following the month in which a building permit is issued by the governmental agency charged with issuing such permits, or the first (1st) day of the month in which falls the 180th day after the execution date of this Agreement (the "Commencement Date") and ending at 11:59 p.m. ten (10) years thereafter. Upon thirty (30) days' notice given by Licensee to Licensor, Licensee may terminate this Agreement if Licensee determines the Premises has become unsuitable for Licensee's Radio Link because (i) Licensee is unable to obtain or maintain in force all necessary Governmental Approvals (as hereinafter defined), (ii) a material change in government regulations makes it impractical or uneconomic for Licensee to continue to operate the Facilities, (iii) interference by or to Licensee's operation cannot be resolved; (iv) Licensee changes its system or network design in a manner that makes it impractical or uneconomic for Licensee to operate the Facilities or (v) the Premises are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Licensee's reasonable judgment, adversely to affect Licensee's use of the Facilities.

(b) Provided Licensee does not breach any of the terms, conditions, covenants, representations or warranties set forth herein ("Default") at any time during the Term, Licensee may renew this Agreement for three (3) additional periods of five (5) years each (a "Renewal Term") upon the same terms and conditions contained herein; provided, however, that the annual license fee provided for in Section 4 shall be adjusted at the commencement of each Renewal Term as provided in Section 4. The License hereby granted shall automatically renew for each renewal period unless, at least 60 days prior to termination of the then existing period, Licensee provides written notification to Licensor of its intention not to permit the License to renew. If Licensee provides Licensor with such notice, the option(s) remaining shall be rendered null and void and the License shall terminate at the end of the then current period. Each Renewal Term shall commence upon the expiration of the immediately preceding Term or applicable Renewal Term. All references in this Agreement to the Term hereof shall include, where appropriate, all Renewal Terms so affected.

(c) Promptly upon the signing of this Agreement, Licensee will apply to Fairfax County for all necessary zoning approvals to construct and operate the Facilities, and Licensee will apply for any and all other governmental licenses, permits, approvals or other relief required or deemed necessary or appropriate by Licensee for its use of the Premises ("Governmental Approvals"). Licensee will diligently prosecute all such applications to a conclusion. Licensee shall have the right, but not the obligation, to appeal any denial. Licensor specifically authorizes Licensee to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Agreement subject to Licensor's right to review such applications. In the event that all necessary Governmental Approvals have not been obtained within eighteen months from the date of the signing of this Agreement or that Licensee is denied a necessary Governmental Approval and elects not to appeal, either party may, by written notice to the other terminate this Agreement. However, Licensor and Licensee may mutually agree to extend the time for obtaining the Governmental Approvals by six months. Licensee shall pay all

costs in connection with applying for and obtaining all zoning and other Governmental Approvals.

4. License Fee

(a) During the first year of the Term, Licensee shall pay to Licensor an annual license fee of Twenty Five Thousand Two Hundred and 00/100ths Dollars (\$25,200), due and payable in one full payment within thirty (30) day after the Commencement Date, without notice, demand, deduction or setoff. The payments hereunder shall be due on or before the Commencement Date. If the Commencement Date or the termination date of this Agreement is other than the first day of a month, the license fee shall be prorated for such month. If Licensee fails to pay any installment of license fees within ten (10) days after written notice of default, Licensee shall also pay to Licensor a late fee equal to ten percent (10%) of the late payment. If any amount remains unpaid more than thirty (30) days after its due date, Licensee shall pay Licensor interest on such unpaid amount at an annual rate of eighteen percent (18%) from the date such amount was due until the date such amount is paid to Licensor.

Licensee shall pay Licensor a one-time use fee of Five Thousand and 00/100ths Dollars (\$5,000) upon obtaining all necessary Governmental Approvals and upon the signature of the appropriate representative of the Licensor indicating Licensor's approval of all of Licensee's plans and specifications relating to the Facilities.

(b) At the end of each year of the Term or Renewal Term the annual fee for the next year period then beginning shall be equal to the product obtained by multiplying the annual license fee for the year ending by 1.03. The annual fee shall be due and payable in one full payment on or before the anniversary of the Commencement Date.

5. Engineering Review

Prior to the Commencement Date, Licensee shall have access to the Premises, during business hours after a minimum of three (3) days prior written notice to Licensor, for undertaking any necessary tests, studies and inspections relating to Licensee's proposed use of the Premises. Licensee shall fully restore to its prior condition any portion of the Premises disturbed by Licensee and Licensee hereby indemnifies and holds Licensor harmless from and against any claim, loss, expenses, fine, fee or liability (including but not limited to collection costs and reasonable attorney's fees) incurred by Licensor as a result of Licensee's access, tests, studies or other activities pursuant to this paragraph.

6. Construction and Alteration of the Premises

(a) Before commencement of any construction or any subsequent alteration thereof, Licensee shall submit to Licensor for Licensor's prior written approval all plans, specifications, drawings, rendering, permits, applications and descriptions which relate to the proposed Facilities or the alteration of the Premises in any way. In addition, Licensee shall provide to Licensor (i) a certification by a professional engineer satisfactory to Licensor which states that the proposed Facilities or alterations will be in compliance with all applicable laws, rules and

regulations, and copies of all approved permits and governmental approvals. After Licensee's submission of such plans and specifications Licensors shall notify Licensee within (30) days whether it deems the plans and specifications to be satisfactory then approval of the plans and specifications shall be deemed granted by Licensors. Licensee shall pay the reasonable costs and expenses of Licensors's engineering review of licensee's plans and specifications. Should the Licensors determine that the plans and specifications for the proposed Facilities are unsatisfactory, Licensee shall revise the plans and specifications to remedy the defects noted by Licensors and re-submit the revised plans and specifications for Licensors's review pursuant to this paragraph. Notwithstanding the prior terms of this paragraph, Licensee shall be permitted to make operational maintenance and emergency repairs so long as said maintenance and repairs does not change the size or number of antennas, or overall appearance of the structure. Licensee shall not sublease or execute assignments of this License Agreement without the prior written consent of the Licensors in accordance with Paragraph 18.

(b) If construction of the Facilities should require the relocation of any facilities or equipment presently located at the Premises owned by the Licensors, such facilities or equipment may be relocated by Licensee only with Licensors's prior written consent and at Licensee's sole cost and expense.

7. Interference

After the Commencement Date of this License, Licensors agrees not to permit any future use of the Premises that will interfere with Licensee's operations pursuant to this Agreement. Licensee agrees not to permit any use of the Facilities that will interfere with Licensors's operations or use of the Premises or to use of the Premises by any parties to whom Licensors has granted rights prior to the Commencement Date. If measurable interference is caused by Licensors due to any subsequent change or addition of equipment or improvements on the Premises by Licensors, Licensors agrees to eliminate same in a prompt and timely manner. If interference is caused by Licensee or any use of Licensee's facilities, Licensee shall eliminate the same in a prompt and timely manner. If interference, that is improperly caused by either the Licensee or the Licensors cannot be eliminated within a reasonable length of time, but not to exceed thirty (30) days after written notice thereof, Licensors or Licensee, as the case may be, shall cause the interference to cease except for brief tests necessary for the elimination of the interference.

8. Condition of the Premises

On the Commencement Date, Licensee will accept the Premises in an "as is" condition at that time.

9. Maintenance and Repairs of Facilities

Licensee shall be responsible for all maintenance and repair of the Facilities and any appurtenant equipment or facilities of Licensee during the term of this Agreement.

10. Indemnification.

(a) Licensee indemnifies and holds Licensor and its agents, employees, officers and directors harmless from and against all claims, demands, costs, losses, liabilities, fines and penalties, including but not limited to reasonable attorneys' fees and costs of defense, arising from:

- (i) the condition of the Facilities;
- (ii) any activities undertaken on, in, under or near the Premises by, for or at the direction of the Licensee or the Licensee's Agents;
- (iii) any Default or Event of Default (as defined below) by Licensee under this Agreement; or
- (iv) the presence, storage, use, placement, treatment, generation, transport, release or disposal on, in, under or near the Premises by Licensee or any of Licensee's Agents of (1) oil, petroleum or other hydrocarbon derivatives, additives or products, (2) hazardous wastes, (3) hazardous or toxic substances or chemicals, (4) fungicides, rodenticide or insecticides, (5) asbestos or (6) urea formaldehyde, in each case as defined by any applicable state, federal or local law, rule or regulation (collectively, "Hazardous Material").

(b) The Licensee hereby agrees to indemnify and hold harmless Licensor, its officers, agents, and all employees and volunteers from any and all claims for bodily injury, personal injury, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorneys fees, and the cost of appeals arising out of any claims or suits which result from the errors, omissions, or negligent acts of the Licensee, its subcontractors and their agents and employees.

11. Insurance

(a) Licensee shall maintain commercial liability insurance coverage of at least Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage, shall name Licensor as an additional insured, and Licensee will provide at least thirty (30) days prior written notice of cancellation to Licensor, and shall otherwise be reasonably satisfactory to Licensor. Such insurance may be included within the coverage of a blanket or umbrella policy, and must be issued by an insurance company rated at least "A-" by AM Best. Licensee shall provide Licensor an original certificate evidencing such insurance or self-insurance upon the Commencement Date of the term of this Agreement, and at any other time during the term of this Agreement upon the request of the Licensor.

(b) Licensee shall carry hazard insurance to cover damage to or destruction of the Facilities. In the event of damage to or destruction of the Facilities, neither Licensee nor Licensor shall have any obligation to restore, replace or rebuild the Facilities for any reason. If the Premises or Facilities are destroyed or damaged and rendered unsuitable for normal use, Licensee may terminate this Agreement upon providing thirty (30) days written notice to

Licensor. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, without further liability hereunder. This provision shall not limit Licensee's obligation to restore the site to its original condition.

12. Liens

Licensee shall promptly pay for all work, labor, services or material supplied by or on behalf of Licensee at the Premises or in connection with the Facilities. If any mechanics' or materialmen's liens shall be filed affecting the Premises, Licensee shall cause the same to be released of record by payment, bond, court order or otherwise, within thirty (30) days after notice of filing thereof. Upon the completion of the construction of the Facilities or upon the completion of any approved alterations thereto, Licensee shall obtain and provide to Licensor lien waivers from all contractors and subcontractors which provided services or materials in connection with the construction or alteration of the Facilities.

13. Compliance with Laws.

Licensee shall, at his expense, throughout the term of this Agreement, obtain all building permits and other governmental or quasi-governmental licenses, permits, consents and approvals required for the construction, installation, operation and use of the Facilities in compliance with all applicable laws, rules, orders, ordinances and requirements, including but not limited to, all laws, rules, orders, ordinances and requirements which relate to the FAA, FCC, health, safety, environment or land use. In the event of Licensee's failure to comply with this Section, Licensor may, but is not obligated to, take such actions as may be necessary to comply with any such laws, rules, regulations, orders, ordinances or requirements, and Licensee shall immediately reimburse Licensor for all costs and expenses incurred thereby.

14. Representations and Warranties.

(a) Licensee represents and warrants to Licensor that (i) it is a limited partnership duly organized and validly existing under the laws of the Commonwealth of Virginia, (ii) it has all partnership power and authority necessary to own its properties and conduct its business, as presently conducted, and to enter into and perform its obligations under this Agreement, (iii) the person executing this Agreement on its behalf has been duly authorized to do so by resolution or other action duly adopted (each party agrees to provide to the other a certified copy of its resolutions or other action confirming the same within fifteen (15) days after the date thereof), and (iv) that it has not dealt with, nor is any brokerage commission due to any broker in connection with this Agreement.

(b) Licensor represents and warrants to Licensee (i) that it is an instrumentality exercising public and essential governmental functions, (ii) that it has authority to enter into this Agreement, (iii) that the party executing this Agreement has been duly authorized to do so, (iv) that it solely owns the Premises in fee simple, and (v) that it has not dealt with, nor is any brokerage commission due to any broker in connection with this Agreement.

(c) To the best of Licensor's knowledge the making of this Agreement, and Licensor's performance of this Agreement, will not violate the provision of any agreement or encumbrance of any kind under which Licensor is a party or is bound or which restricts in any way the disposition or use of the Premises.

(d) As long as Licensee pays the annual license fees and any other money due under the License and observes and performs the terms, covenants, and conditions under the License, the Licensee will peacefully, quietly occupy, and enjoy the full possession of the Premises without molestation or hindrance by the Licensor or any other party claiming by, through, or under the Licensor.

15. Termination.

Upon the expiration or earlier termination of the License, Licensee shall at the option of Licensor, remove the Facilities from the Premises as provided in Section 2(d) of this Agreement, and shall repair any damage to the Premises and associated public utility Areas caused by the installation operation or removal of the Facilities. If Licensee remains on the premises more than ten (10) days after the termination of this Agreement, Licensee shall pay to Licensor for such holding over a license fee per month equal to 1.5 times the monthly installment of the license fee which accrued during the immediately preceding full month. The license fee for such holding over shall remain in effect until Licensee removes the "Facilities". If the "Facilities" are not removed within 120 days after expiration or earlier termination of the License, Licensor shall at its option complete the removal and restoration of the "Facilities" at Licensee's expense. Acceptance of the license fees upon Termination shall not be a waiver by Licensor of any of its other remedies at law or in equity. Section 5, 10, 12 and 15 of this Agreement shall survive termination of the License.

16. Default.

If Licensee shall fail to pay when due any of the installments of the license fee provided for herein or any other sum accruing pursuant to the terms of this Agreement, and such failure shall continue for ten (10) days after written notice from Licensor, or if Licensee shall be in default or fail to perform in a timely manner any other obligation herein provided, other than the payment of license fee installments, and such failure shall continue for thirty (30) days after written notice from Licensor, or if a petition in bankruptcy shall be filed by or against Licensee, or if Licensee shall be adjudicated insolvent, or if Licensee shall make a general assignment for the benefit of its creditors, or if a receiver or trustee shall be appointed to take charge of and wind up Licensee's business, or if the Licensee abandons or vacates the Facilities for more than four (4) consecutive months prior to the termination of this License, then Licensee shall be considered to have caused an event of default ("Event of Default") hereunder and Licensor may elect to terminate this Agreement at its sole discretion and pursue its remedies hereunder, at law or in equity. Notwithstanding the foregoing, if Licensee fails on more than two (2) occasions in any twelve (12) months period to pay any license fee installments when due, Licensee shall not be entitled to the written notice and opportunity to cure otherwise provided above and shall be considered to have caused an Event of Default. Licensee agrees to pay a security deposit to the Licensor equal to one (1) month's installment due on the Commencement Date. This deposit

shall be held in an account by the Licensor and returned to Licensee at the termination of the License, provided the Licensee has performed all obligations under this license.

17. Notices.

All notices required hereunder or in respect hereof shall be in writing and shall be transmitted by postage prepaid certified mail, return receipt requested, delivered by hand, or transmitted by overnight courier to the following addresses:

Licensor: Fairfax County Park Authority
12055 Government Center Parkway, Suite 421
Fairfax, Virginia 22035
Attn: Director, Planning & Development Division

Licensor's Payment
Address: Fairfax County Park Authority
12055 Government Center Parkway, Suite 927
Fairfax, Virginia 22035
Attn: Administration Division – Shashi Dua

Licensee: Washington, D.C. SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notices shall be deemed given upon delivery or mailing by certified mail with return receipt requested thereof to the address specified above. Either party may change its address or any address for copies by giving ten (10) days prior notice of such change in the manner described above.

18. Assignment.

(a) This Agreement may be assigned by Licensee without any prior approval or consent of Licensor to Licensee's principal, affiliates or subsidiaries of its principal. Upon written notice by the Licensee, Licensor agrees to acknowledge the assignment to Licensee's principal, affiliate or subsidiary of its principal.

(b) As to any other parties, Licensee may not assign any of its rights hereunder to any person or entity without the prior written consent of Licensor and any purported assignment shall be void. In the event of an assignment, Licensee agrees that it shall remain liable for all obligations hereunder until the expiration or earlier termination of this Agreement. Licensee shall submit any requests for any requested consents of Licensor at least 30 days before any assignment of this Agreement.

(c) This License shall not be interpreted to create anything other than a License and shall not create any right, title or interest in the property, nor shall it create an easement. No other parties are permitted use without permission of Licensor.

19. Administrative Fees.

Licensee shall pay Licensor's reasonable administrative fees for preparing, reviewing and negotiating this Agreement, not to exceed Five Hundred and 00/100ths Dollars (\$500.00).

20. Miscellaneous.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the parties hereto. The invalidation of any of the provisions hereof shall not affect any of the other provisions hereof, which shall remain in full force.

21. Applicable Law.

This Agreement shall be executed, constructed and enforced in accordance with the laws of the Commonwealth of Virginia, disregarding those pertaining to conflicts of law.

[SIGNATURES APPEAR ON THE PAGE IMMEDIATELY FOLLOWING]

WITNESS the following signatures.

WITNESS/ATTEST:

_____(SEAL)

LICENSOR

Fairfax County Park Authority
an instrumentality exercising public
and essential governmental functions

By: _____
Michael A. Kane, Director

Date: _____

WITNESS/ATTEST:

_____(SEAL)

LICENSEE

Washington, D.C. SMSA Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

By: _____
David R. Heverling
Vice President, Network
Northeast Area

Date: _____

Policy 303 Telecommunications Sites

The Park Authority shall seek to balance the general public's need for telecommunications services with the Authority's mandate and public trust for the protection of parklands. Requests for siting of telecommunication facilities on parklands shall be evaluated with due regard for the following policies:

- Fairfax County Comprehensive Policy Plan, Parks and Recreation Policy 3c, which states: "Prohibit the location of major public facilities, including transportation, through public parklands unless: a) the Park Authority determines that the proposed facility is compatible with its use of parkland, or b) a determination has been made that there is no feasible and prudent alternative to the use of parkland and that all possible planning to minimize harm is included in the proposed project. Require a Plan Amendment where the location of such facilities would substantially interfere with the provision of open space and/or recreational facilities or would have a significant adverse impact on ecological and heritage resources."
- Park Authority Park Planning and Development Policy which states: "The Authority shall resist by all appropriate means, including legal action, any attempt by any public agency, group or individual to destroy or encroach upon any park, historical site, nature preserve or recreational facility under the control of the Authority. The Authority considers its responsibilities to the citizens of Fairfax County to be in the nature of public trust, requiring commitment to the preservation and protection of natural, cultural, horticultural and recreational resources located on park lands. The Authority shall enlist the aid of an enlightened and alert citizenry in support of this policy."
- Fairfax County Countywide Comprehensive Policy Plan and Zoning Ordinances for Public Facilities which encourage the co-location of telecommunication facilities on public property

Pursuant to reconciling these policies, the Park Authority Board shall consider the placement of telecommunications monopoles and related equipment on park property only if all other possible locations have been exhausted by the applicant and no feasible and prudent alternative site exists, and all of the following location criteria have been met:

Location Criteria. Requests for placement of telecommunications monopoles and related equipment shall be considered if:

- a. An Office of Communications study has been conducted (or the Office of Communications certifies an applicant's study) showing the Park Authority property as the technically best location;
- b. The Office of Communications assures, in writing, that the proposed facility creates no radiation hazard to the public;
- c. The proposed use of park land does not present a potential legal exposure or liability to the Park Authority;
- d. The proposed location does not adversely affect significant natural or cultural resources, including environmentally sensitive areas such as wetlands, Environmental Quality Corridors and Resource Protection Areas as defined in the Chesapeake Bay Ordinance;
- e. In the sole determination of the Park Authority, the proposed location does not displace and is compatible with existing or planned park facilities;
- f. In the sole opinion of the Park Authority, the proposed location and construction on the site does not detract from the character of the park;

- g. The proposed facility location does not adversely affect park operations or maintenance;
- h. Clear demonstration is given that impacts to adjacent uses and property owners are minimal;
- i. The placement of the telecommunications site enhances public communications services and the public good.

2. Other Criteria.

Adequate compensation shall be provided to the Park Authority for the placement of the proposed facility based on extent of degradation, number of antennae and other factors. Mitigation fees received during the initial license term shall be deposited in the designated subfund of the park revenue operations fund solely for use at the park site where the telecommunications facility is to be located and utilized in accordance with adopted guidelines, unless designated otherwise in the agreement licensing the telecommunications facility. The allocation of fees for subsequent renewal license terms, if any, shall be determined by action of the Park Authority Board.

- b. The applicant accepts full responsibility and costs for all Park Authority staff evaluation and review, plan preparation, and procurement of all necessary permits and other approvals from the appropriate governmental agencies.

Revised and adopted October 28, 1998

Board Agenda Item
April 26, 2006

ACTION -

Approval – Placement of Donor Name Plates at The Turner Farm – (Dranesville District)

ISSUE:

Approval of placement of donor name plates at The Turner Farm.

RECOMMENDATION:

The Park Authority Director recommends approval of placement of donor name plates on the existing fence adjacent to the existing parking lot at The Turner Farm. In addition, the Park Authority Director recommends approval for the Friends of Turner Farm to be able to move the plates, in the future, to the proposed perimeter fence in the riding ring that is to be built in 2007.

TIMING:

Board approval is requested on April 26, 2006 so that staff may proceed with implementation of this request.

BACKGROUND:

The approved Turner Farm Conceptual Development Plan (CDP) (Attachment 1) includes a "Founder's Wall" which "would be developed by volunteers to serve as a lasting tribute and to commemorate all those who were involved in the acquisition of the land and development of this park." While it was anticipated that parties involved in the development of both The Observatory Park and the equestrian facilities would be commemorated on the Founder's Wall, the Friends of Turner Farm (Friends) have requested permission to place name plates on the existing wood fence near the existing parking lot in order to give recognition to the donors associated with some of the equestrian facility development. The recommended plates are gold color with black lettering approximately 2" x 6" in size and affix with two screws (Attachment 2). The Friends will be responsible for procuring and installing all plaques, maintaining the plaque fence, and replacing any damaged or deteriorated plaques on an ongoing basis. In the future, the Friends would like permission to be able to move the plates to the proposed perimeter fence in the riding ring.

Board Agenda Item
April 26, 2006

The Park Policy Manual addresses this issue in Policy 406 Signs and Displays (Attachment 3). The relevant language states:

Permanent signs recognizing individuals or organizations shall be consistent with existing Park Authority sign materials and design, and when possible, shall be incorporated into existing sign structures.

Only one permanent sign recognizing an individual or an organization may be placed in a park. Signage recognizing Adopt-A-Field and Adopt-A-Park participants shall be consistent with the guidelines of these programs.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: The Turner Farm Conceptual Development Plan, July 2000

Attachment 2: Sample of Donor Name Plate

Attachment 3: Policy 406 Signs and Displays

STAFF:

Michael A. Kane, Director

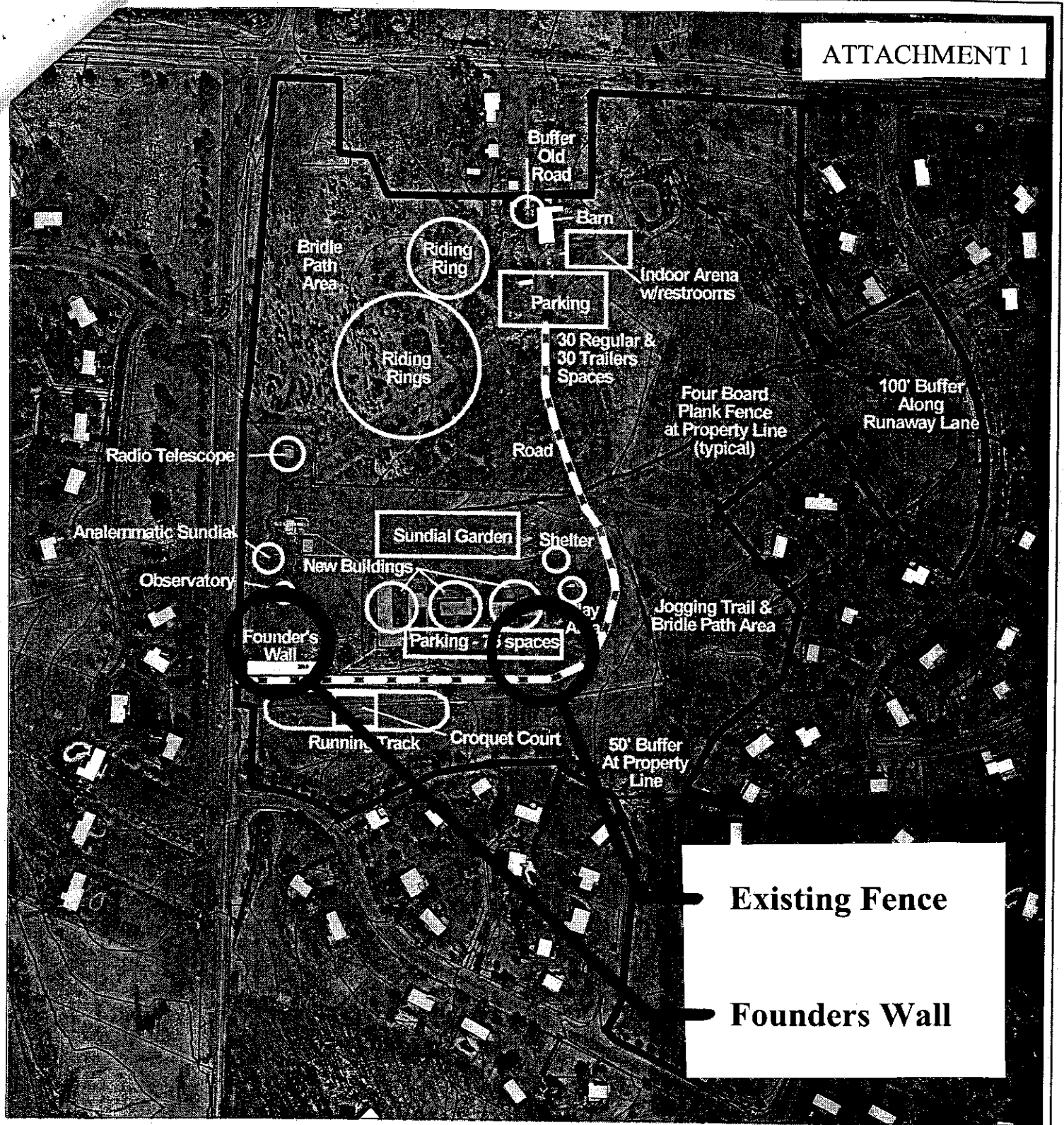
Timothy K. White, Chief Operating Officer

Lynn Tadlock, Director, Planning and Development Division

Cindy Messinger, Director, Resource Management Division

Kirk Holley, Manager, Special Projects Branch

Michael Rierson, Manager, Resource Stewardship Branch



200 0 200 400 600 800 Feet



The Turner Farm

Conceptual Development Plan

July 2000



Great Falls
Optimist Club

Policy 406 Signs and Displays

The Authority shall protect the esthetic qualities of the parklands and facilities under its control or ownership by requiring that a permit be obtained from the Authority prior to the placement of any sign or display on park property by any group, individual or government agency.

Temporary signs, banners or flags (including religious displays or articles associated with a religious service, celebration, or activity) introduced by an entity other than the Park Authority to promote an event held in a Fairfax County park shall be in accordance with the permit granted by the Authority and the time period specified in the permit, and shall be removed by the entity within 48 hours after the event is terminated.

In keeping with the protection of the esthetic qualities of parklands and facilities, advertisements shall be limited to those in written agreements with the Park Authority Board.

Signage for joint ventures and privatized development on parkland shall require the approval of the Park Authority Board.

Permanent signs recognizing individuals or organizations shall be consistent with existing Park Authority sign materials and design, and when possible, shall be incorporated into existing sign structures.

Only one permanent sign recognizing an individual or an organization may be placed in a park. Signage recognizing Adopt-A-Field and Adopt-A-Park participants shall be consistent with the guidelines of these programs.

Revised and adopted October 28, 1998

Board Agenda Item
April 26, 2006

ACTION -

Reallocation of Capital Project Funding

ISSUE:

Approval to revise the 2005 – 2009 Project Development Schedule to make additional funds available for critical projects that are currently underfunded, by deferring a number of less critical projects scheduled for late in the bond cycle.

RECOMMENDATION:

The Park Authority Director recommends that the Park Authority Board revise the 2005 – 2009 Project Development Schedule to make additional funds available for critical projects that are currently underfunded by deferring a number of less critical projects scheduled for late in the bond cycle.

TIMING:

Board action is requested on April 26, 2006, to ensure projects on the Planning and Development Division Work Plan can continue without delay.

BACKGROUND:

Due to escalating construction prices, necessary changes in project scopes and the formulation of more detailed cost estimates, staff has determined that a number of critical projects in the 2004 Bond program are underfunded. At the Planning and Development Committee meeting held on March 8, 2006, staff presented options to make additional funds available for underfunded projects, by deferring a number of less critical projects. Based on committee discussions, and a resulting motion, staff has prepared the following project funding recommendations for Board consideration.

Projects – Funding Increased

Lake Accotink Dam Repairs

The 1998 Bond Program included structural repairs to the dam as part of the Lake Accotink Dredging project. Design for the dam repairs was completed; however, construction was delayed to make additional funding available for the dredging project. The project was refunded under the 2004 Bond Program, but escalating construction costs have now increased the cost of the project. Staff recommends fully funding this project to comply with state requirements, and allow work to proceed concurrently with

Board Agenda Item
April 26, 2006

dredging activities scheduled to begin in spring 2006. Additional funding in the amount of \$400,000 is required to complete this project.

Hutchison School Site

The 3 new rectangular turf fields, developed at Hutchison School site under the 1998 Bond Program, are being over utilized. In addition, our Needs Assessment and service area demand analysis shows a significant shortage of athletic fields in this service area. As a result, staff is recommending increasing rectangular field availability by revising the project scope to replace the originally planned 60' diamond, 90' diamond and rectangular turf fields with a lighted artificial turf field. Additional funding in the amount of \$1,155,000 is required to complete this project in accordance with staff's recommendation.

Grouped Athletic Field Lighting

The scope of this project is to replace a total of six (6) athletic field lighting systems at Baron Cameron, Martin Luther King Jr. and Nottoway Parks. All of the lighting systems proposed for replacement are over 20 years old. The replacement systems will be designed to satisfy the more stringent spill and glare standards which were recently adopted and which are anticipated to increase the cost. The most recent estimates indicate additional funding in the amount of \$877,000 is required to complete this project.

Historic Huntley

This building is not adequately secured and protected to prevent further deterioration of the structure. Additional funding in the amount of \$50,000 is required to complete this project.

Projects – Construction Phase Funds Reallocated

Based on the schedule from the current Work Plan, construction phase funding can be reallocated from the following projects without significant construction schedule impact, assuming that there is Park Bond Funding in 2008 and construction funds are restored.

Stephens Property

Staff recommends reserving \$200,000 of the available project fund balance for design-related activities. Design as part of the Sully Woodlands project is scheduled to start in the 3rd quarter of 2007. Funds are available in the amount of approximately \$350,000 to reallocate to other projects.

Board Agenda Item
April 26, 2006

Lamond Park

Staff recommends reserving \$500,000 of the available project fund balance for design, permitting, and associated technical services necessary to construct this project. Funds are available in the amount of approximately \$200,000 to reallocate to other projects.

North Twin Lakes Dam Repairs

Staff recommends reserving \$533,773 of the available project fund balance for design work that is scheduled for completion in 2008. Funds are available in the amount of approximately \$1,500,000 to reallocate to other projects.

Green Spring Gardens Vehicle Storage Area

Staff recommends reserving \$100,000 of the available project fund balance for the project design. The design work will be complete in 2008. Funds are available in the amount of approximately \$250,000 to reallocate to other projects.

Projects – Full Funding Reallocated

Burke Lake Driving Range

This project scope includes constructing and lighting a two story driving range structure at the existing location. These improvements may require a 2232. In addition, these improvements should be considered with a clubhouse renovation project. Therefore, staff recommends postponing this project until further consideration can be given to funding a joint project that would include renovating the clubhouse. Funds are available in the amount of approximately \$100,000 to reallocate to other projects.

Hunter Mill District Lighting

No field location has been determined for this project and likely locations may include requirements for master planning and/or 2232 activities. Therefore, staff recommends reallocating all project funds to other more critical projects until a field location is determined. Funds are available in the amount of approximately \$110,000 to reallocate to other projects.

Summary

Four projects require additional funding to complete their scoped construction.

<u>Projects</u>	<u>Original Funding</u>	<u>Additional Funding</u>	<u>Total Funding</u>
Lake Accotink Dam Repairs	\$ 650,000	\$ 400,000	\$1,050,000
Hutchison School Site	\$1,745,000	\$1,155,000	\$2,900,000
Grouped Athletic Field Lighting	\$ 715,000	\$ 877,000	\$1,592,000
Historic Huntley	\$1,144,711	<u>\$ 50,000</u>	\$1,194,711

Amount of Additional Funding Required \$2,482,000

Funding is available from six projects which are not scheduled for construction prior to 2008.

<u>Projects</u>	<u>Original Funding</u>	<u>Funding Reserved</u>	<u>Available Funding</u>
Stephens Property	\$ 555,773	\$200,000	\$ 355,773
Lamond Park	\$ 700,000	\$500,000	\$ 200,000
North Twin Lakes Dam Repairs	\$2,000,000	\$533,773	\$1,466,227
Green Spring Gardens VS Area	\$ 350,000	\$100,000	\$ 250,000
Burke Lake Driving Range	\$ 100,000	\$0	\$ 100,000
Hunter Mill District Lighting	\$ 110,000	\$0	<u>\$ 110,000</u>

Amount of Funding Available \$2,482,000

FISCAL IMPACT:

Based on the cost associated with Lake Accotink Dam Repairs, Hutchison School Site, Grouped Athletic Field Lighting and Historic Huntley, additional funding in the amount of \$2,482,000 is needed for these projects. Funding in the amount of \$2,482,000 is available in Fund 370, Park Authority Bond Construction, by reallocating funding from Stephens Property, Lamond Park, North Twin Lakes Dam Repairs, Green Springs Garden Vehicle Storage Area, Burke Lake Driving Range and Hunter Mill District Lighting projects. Contracts will not be advertised unless sufficient funds are available in the amount of the pre-bid cost estimate, contingency, and administrative cost.

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April 26, 2006

ENCLOSED DOCUMENTS:
None

STAFF:
Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn S. Tadlock, Director, Planning and Development Division
Cindy Messinger, Director, Resource Management Division
Charles Bittenbring, Director, Park Services Division
Todd Johnson, Director, Park Operations Division
Kirk Holley, Manager, Special Projects Branch
John Lehman, Manager, Project Management Branch
Mike Baird, Management Analyst, Financial Planning Branch

INFORMATION -

Stringfellow Road Improvements – Preliminary Planning and Design (Springfield and Sully Districts)

ISSUE:

Virginia Department of Transportation (VDOT) is beginning a public planning process to improve Stringfellow Road to a four-lane divided road from Fair Lakes Boulevard/Northbourne Drive north to Chantilly High School (see attachment 1). At this time, VDOT expects land right negotiations and utility relocation to take several years delaying actual road construction until 2012. VDOT will host a community meeting on Tuesday May 2, 2006 between 5:00 and 8:00 p.m. at Chantilly High School to introduce the project and discuss alternative alignments.

Staff from the Planning and Development Division, Resource Management Division, and Park Operations Division has reviewed preliminary plans. The road improvements will impact Poplar Tree Park, Greenbrier Park, Rocky Run Stream Valley Park, Frog Branch Stream Valley Park, and Chantilly Library Site. Major potential impacts of the initial proposal include:

- VDOT acquisition of approximately 0.7 acres each for two proposed stormwater management ponds; one at Poplar Tree Park (see attachment 2) and the other at Frog Branch Stream Valley Park (see attachment 3)
- Acquisition of sufficient lands to accommodate a 130-foot wide right-of-way
- Relocation of major utilities from the new right-of-way onto parklands
- Temporary construction easements resulting in the loss of half of the parking area at Chantilly Library Site (see attachment 4)
- Increased stormwater run-off potential for further degrading impacted streams on parkland

At this time, VDOT is not proposing closure of any current park access points.

Unless otherwise directed, staff will develop and send comments to VDOT providing specific recommendations for avoidance, minimization, and mitigation of park impacts. Those recommendations include:

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- Relocation (or removal) of the proposed stormwater management ponds to avoid clearing of tree stands on parklands
- Replacement of existing gravel parking lots at Poplar Tree and Greenbrier Parks with a porous-paver system as an alternative way to achieve stormwater management
- Provision of temporary parking at Chantilly Library Site to offset loss during construction
- Design of the road-crossing of Rocky Run to allow for safe pedestrian and wildlife passage
- Planting of landscaping for screening purposes
- Development of archaeological studies as appropriate

ENCLOSED DOCUMENTS:

Attachment 1: Stringfellow Road Widening Vicinity Map

Attachment 2: Potential Impacts at Poplar Tree Park

Attachment 3: Potential Impacts at Frog Branch Stream Valley Park

Attachment 4: Potential Impacts at Chantilly Library Site Parking

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Lynn S. Tadlock, Director, Planning and Development Division

Sandy Stallman, Manager, Park Planning Branch

Irish Grandfield, Project Manager, Park Planning Branch

Stringfellow Road Widening

Attachment 1



Potential Impacts at Poplar Tree Park

Attachment 2

Stringfellow Road Route 645
Conceptual Layout (March 2, 2006)
Typical "A", Alignment "B"



Poplar Tree Park

Proposed SWM Pond

- 1. 2000-2001 SWM Pond
- 2. 2001-2002 SWM Pond
- 3. 2002-2003 SWM Pond
- 4. 2003-2004 SWM Pond
- 5. 2004-2005 SWM Pond
- 6. 2005-2006 SWM Pond
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- 17. 2016-2017 SWM Pond
- 18. 2017-2018 SWM Pond
- 19. 2018-2019 SWM Pond
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- 100. 2099-2100 SWM Pond

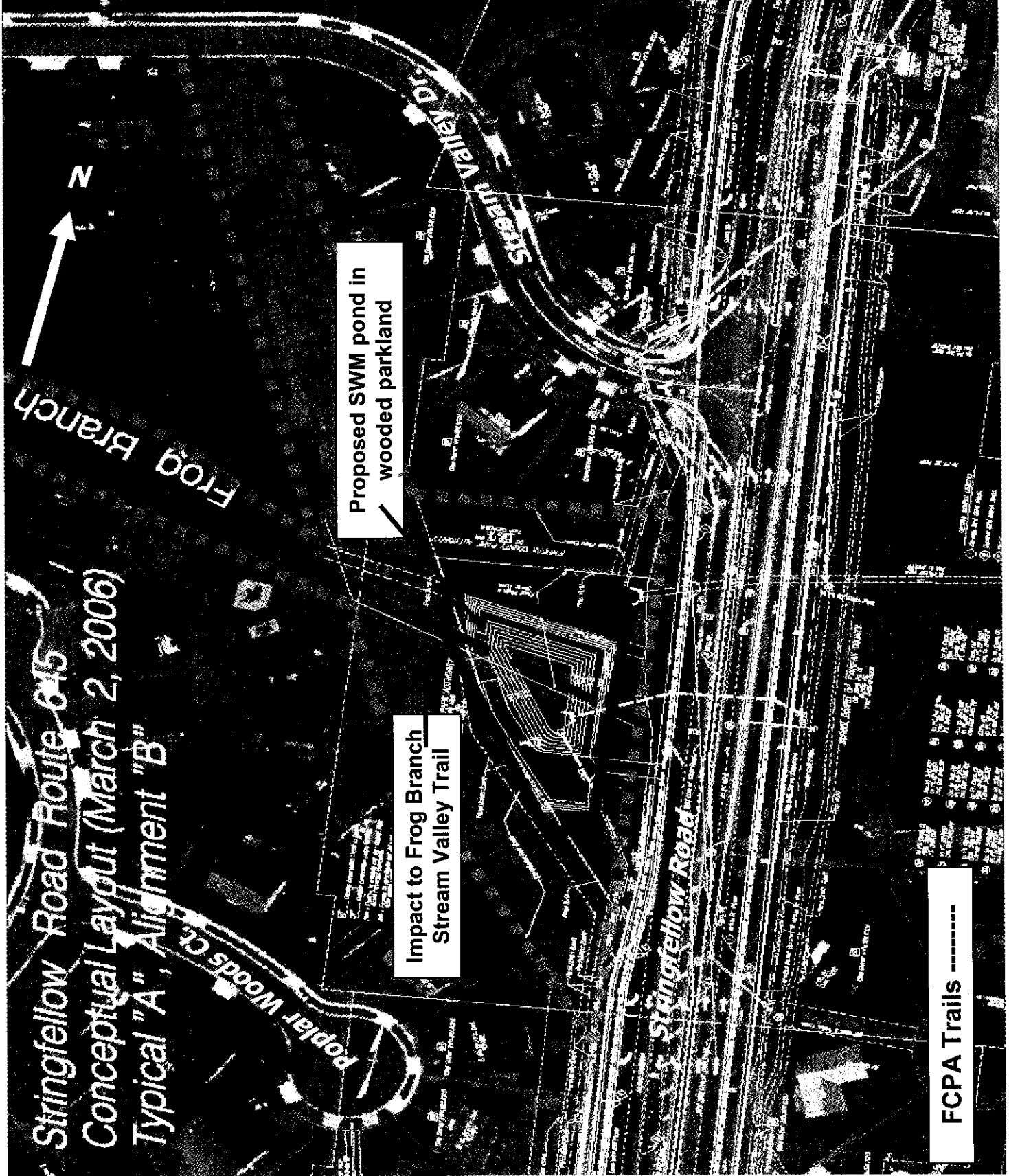
FARM COUNTRY AUTHORITY
ON 1000 N. W. 1000 E.
1000 N. W. 1000 E.

Stringfellow Road

Northbourne Drive

Potential Impacts at Frog Branch Stream Valley Park

Attachment 3



Stringfellow Road Route 645
Conceptual Layout (March 2, 2006)
Typical "A" Alignment "B"

Proposed SWM pond in
wooded parkland

Impact to Frog Branch
Stream Valley Trail

FCPA Trails -----

Potential Impacts at Chantilly Library Site

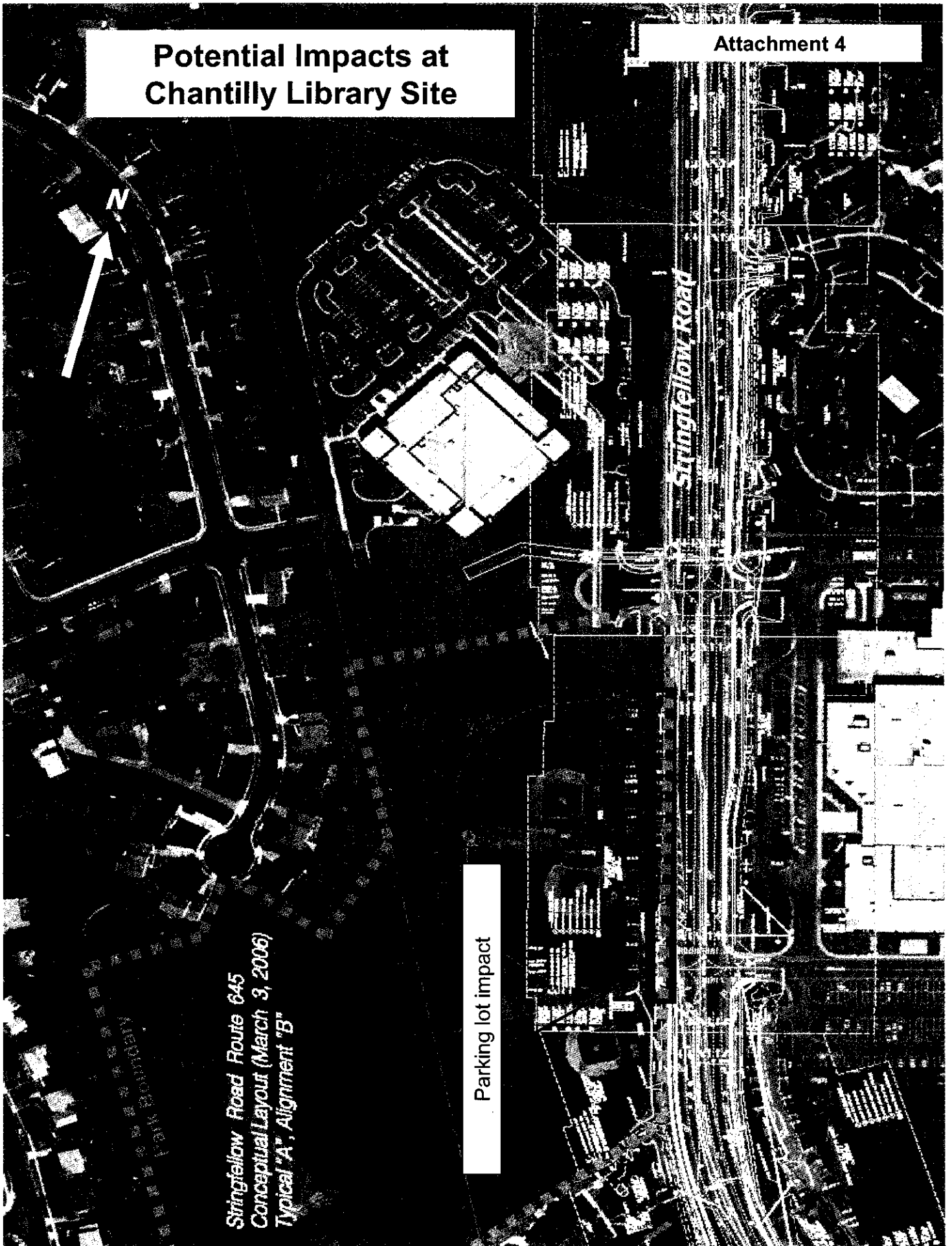
Attachment 4

N

Stringfellow Road

Stringfellow Road Route 645
Conceptual Layout (March 3, 2006)
Typical "A", Alignment "B"

Parking lot impact



INFORMATION -

Comments on Countywide Transportation Plan Update

ISSUE:

The Fairfax County Department of Transportation has prepared a revised Countywide Transportation Plan to be presented at a public hearing before the Planning Commission on Thursday, May 4, 2006. There are several instances where planned transportation improvements may result in significant impacts to FCPA parkland.

- Route 28 (Sully Road) in the area adjacent to E.C. Lawrence Park is currently planned for widening to eight lanes in the adopted Countywide Transportation Plan (Attachment 1). The proposed Transportation Plan would increase in this section to 10 lanes. E.C. Lawrence Park is located on both sides of this proposed roadway widening. As part of our ownership of this land, the Park Authority is required to oppose the loss of parkland. Federal Land and Water Conservation funding was used to acquire part of this land which will require mitigation under provision 6(f) of the federal Transportation Act for parkland impacts. The Park Authority has successfully challenged the previous widening and parkland taking.
- A 4-lane road in the general alignment close to Bull Run Post Office Road and through the Horne property in the Sully Woodlands area remains on the proposed Transportation Plan (Attachment 2). This proposed roadway is similar to the Tri-County Parkway and Manassas Battlefield Park Bypass alignments that were recently proposed in National Environmental Protection Act processes and related Environmental Impact Assessments. The Park Authority Board recently joined the Northern Virginia Regional Park Authority in opposition to the Tri-County Parkway alignment in this location and the Commonwealth Transportation Board recently selected an alternate alignment for this road west of Fairfax County. The Manassas National Battlefield Park Bypass is also located in this general area. The purpose of the Bypass is to protect the National Park by removing Route 29 that bisects it. The Park Authority board took a position on the Bypass that sought certain strict conditions to mitigate impacts to FCPA parkland. In response to Park Authority comments and concerns, the Federal Highway Administration (FHA) revised the preferred alignment for the Manassas Battlefield Park Bypass that reduced impacts to Park Authority lands. In November 2005, the Board approved sending a letter that expressed the Board's appreciation for FHA's responsive realignment, supported the preservation purpose for the bypass, and requested that additional information be provided to determine impacts to public parkland of the revised alignment.

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- A proposed realignment of Old Lee Road through Quinn Farm Park remains on the proposed Transportation Plan (Attachment 3). This alignment is consistent with the Quinn Farm Park Master Plan.
- The adopted and proposed Transportation Plan shows widening and improvement of Furnace/Lorton Roads through Laurel Hill Park to six lanes (Attachment 4). Widening of this road segment will have serious impacts on Laurel Hill Park. The approved Laurel Hill Park Master Plan shows support for four lanes in an alignment that reduces impacts to parkland. A transportation study was conducted in connection with a Comprehensive Plan Amendment for Laurel Hill that is currently underway. The Park Authority has taken a position on proposed road improvements consistent with the approved Master Plan.

Unless otherwise directed, staff will develop and present comments to the Planning Commission providing specific recommendations for avoidance, minimization, and mitigation of park impacts consistent with the aforementioned Park Authority Board positions and respective approved park master plans.

ENCLOSED DOCUMENTS:

- Attachment 1: Map Showing Fairfax County Proposed Transportation Plan Impacts to E.C. Lawrence Park, Draft 3/22/06
- Attachment 2: Map Showing Fairfax County Proposed Transportation Plan Impacts to the Horne Property, Draft 3/22/06
- Attachment 3: Map Showing Fairfax County Proposed Transportation Plan Impacts to Quinn Farm Park, Draft 3/22/06
- Attachment 4: Map Showing Fairfax County Proposed Transportation Plan Impacts to Laurel Hill Park, Draft 3/22/06

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn S. Tadlock, Director, Planning and Development Division
Sandy Stallman, Manager, Park Planning Branch
Andrea Dorlester, Planner, Park Planning Branch

FAIRFAX COUNTY
PROPOSED
TRANSPORTATION PLAN

DRAFT 3/22/06

Legend

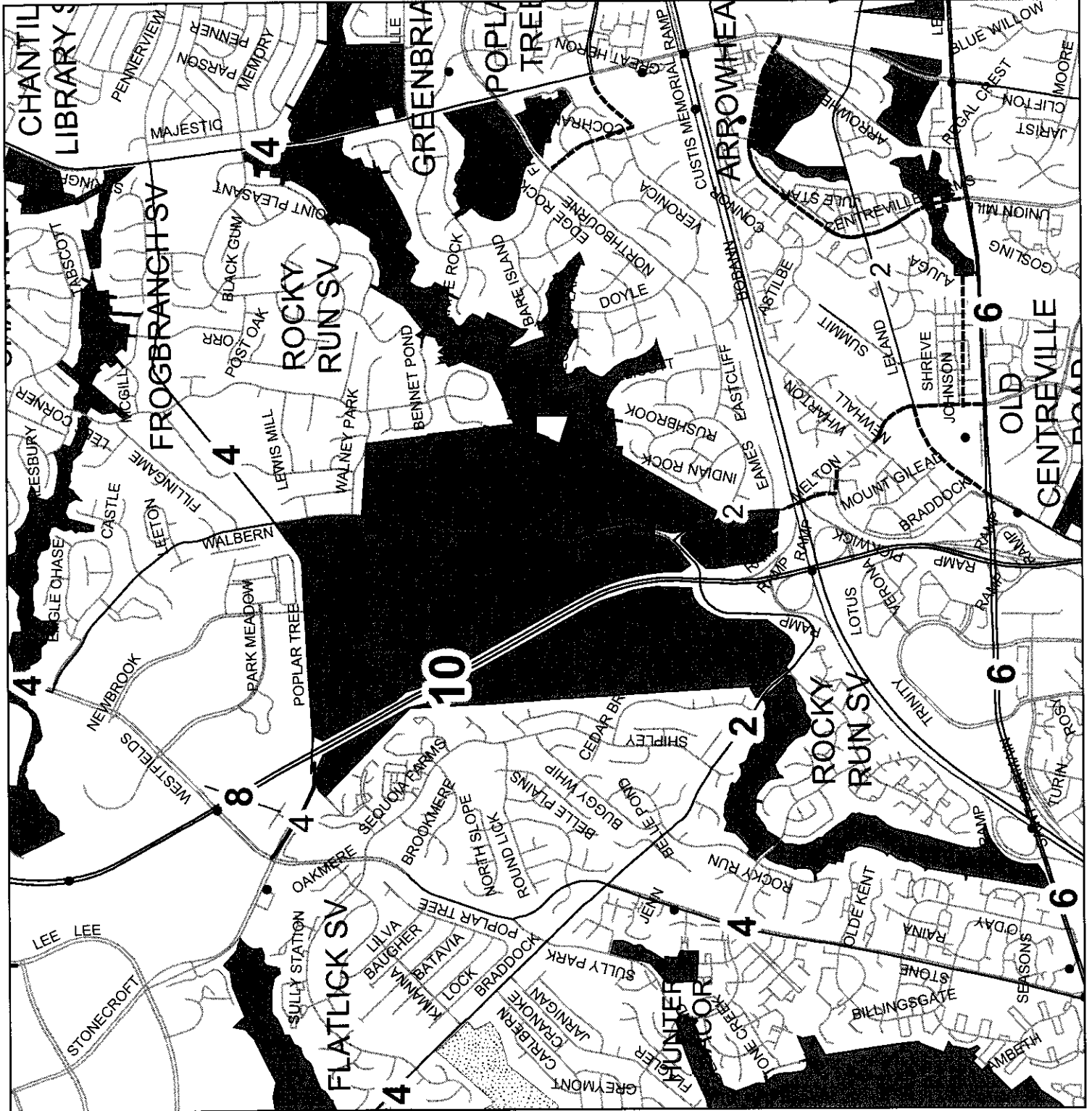
- Parks - FCPA
- Contract Arterial
- Construct Collector
- Widen/Improve Arterial
- Widen/Improve Collector
- Existing Streets



Attachment 1

Note:







The adopted Transportation Plan shows the widening of Rt. 28 (Sully Road) to 8 lanes. The new Transportation Plan proposes to widen Rt. 28 to 10 lanes.



FAIRFAX COUNTY
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DRAFT 3/22/06

Legend

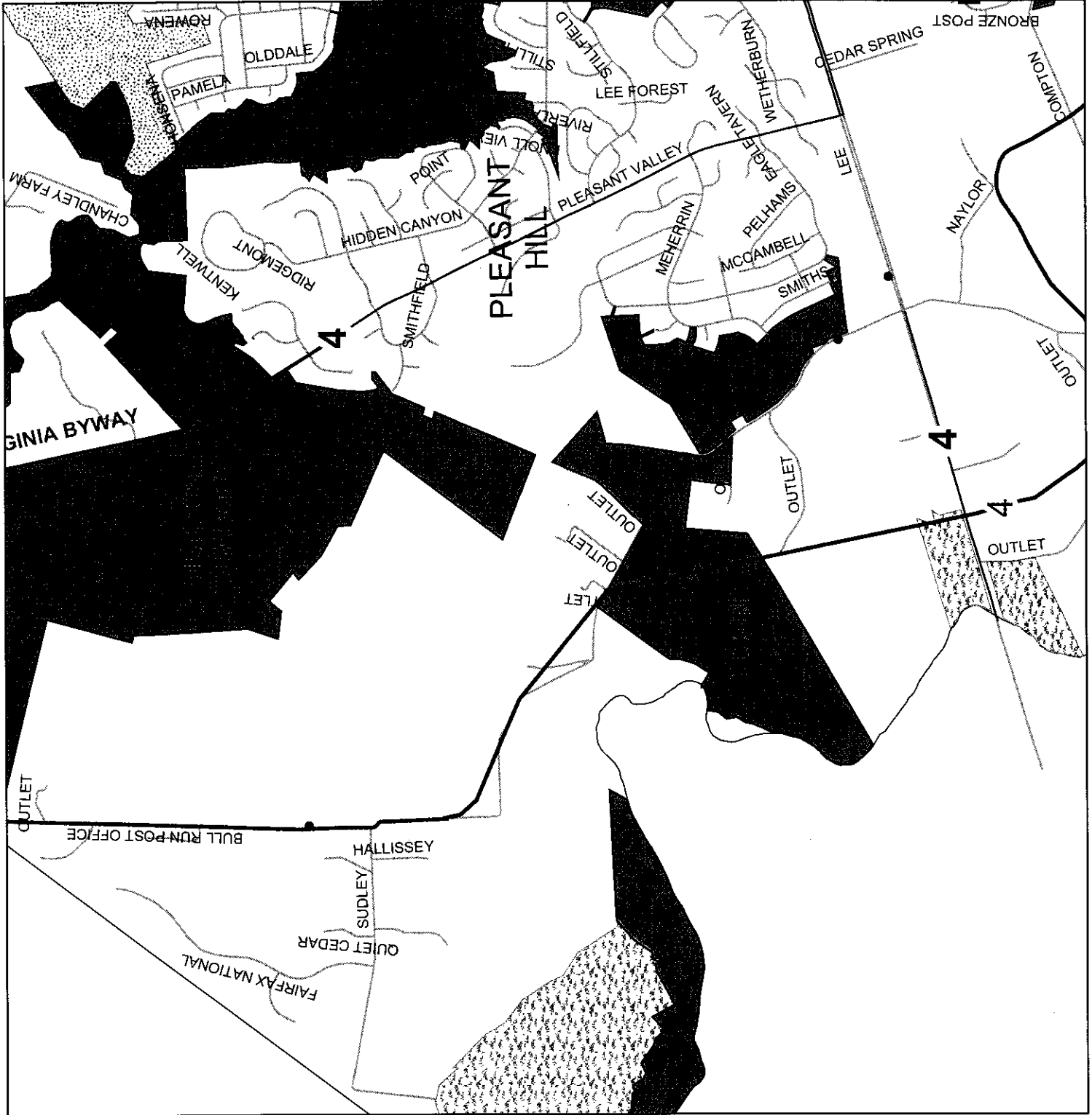
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-  ConstructArterial
-  ConstructCollector
-  WidenImproveArterial
-  WidenImproveCollector
-  Existing Streets



Attachment 2

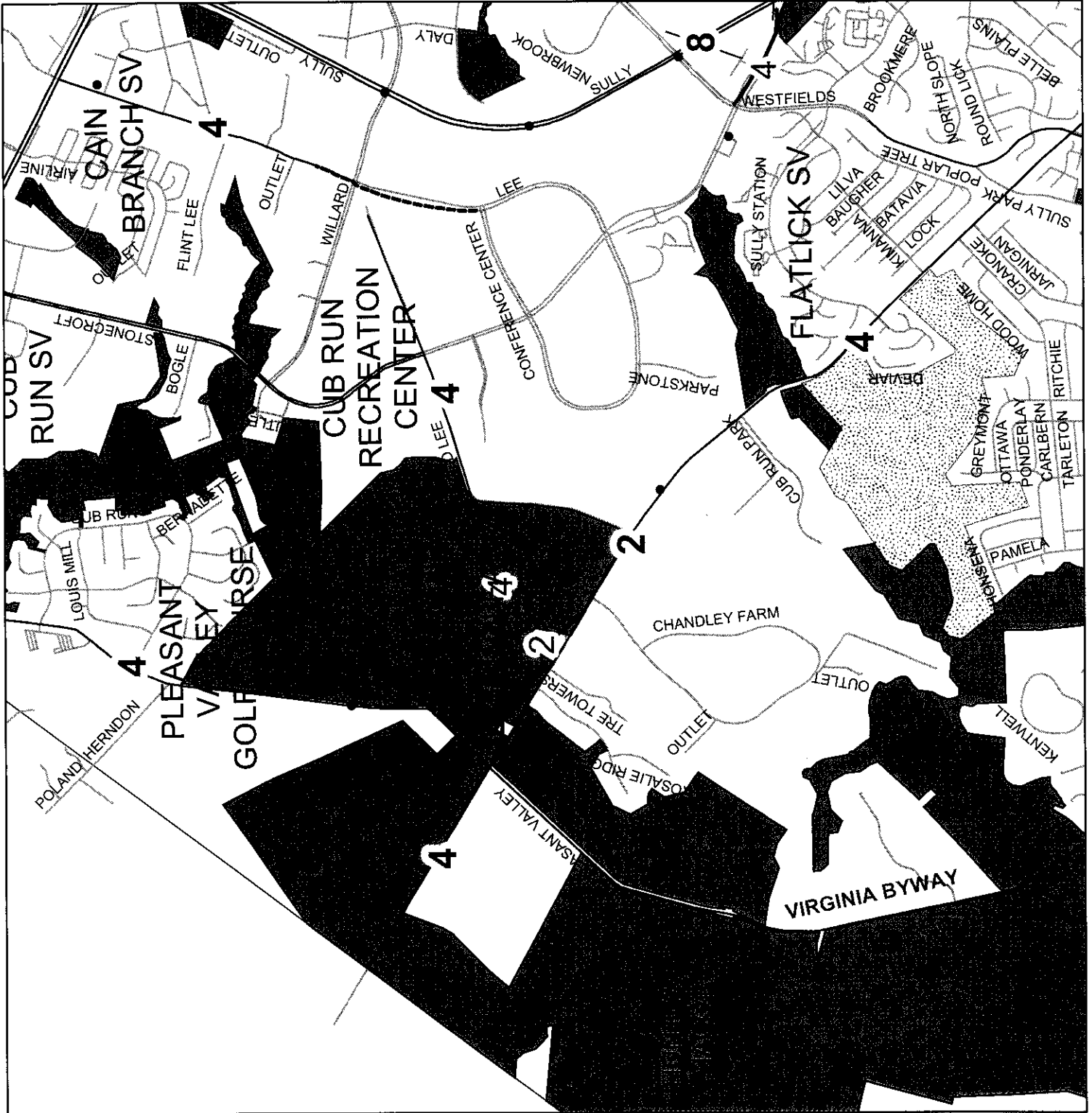
Note:

The adopted Transportation Plan shows the alignment of the 4-lane Tri-County Parkway through the Horne Property. Despite the decision of the Commonwealth Transportation Board not to use this alignment, it is proposed to remain on the Countywide Transportation Plan.



Legend:







- Parks - FCPA
- ConstructArterial
- ConstructCollector
- WidenImproveArterial
- WidenImproveCollector
- Existing Streets



FAIRFAX COUNTY
PROPOSED
TRANSPORTATION PLAN

DRAFT 3/22/06

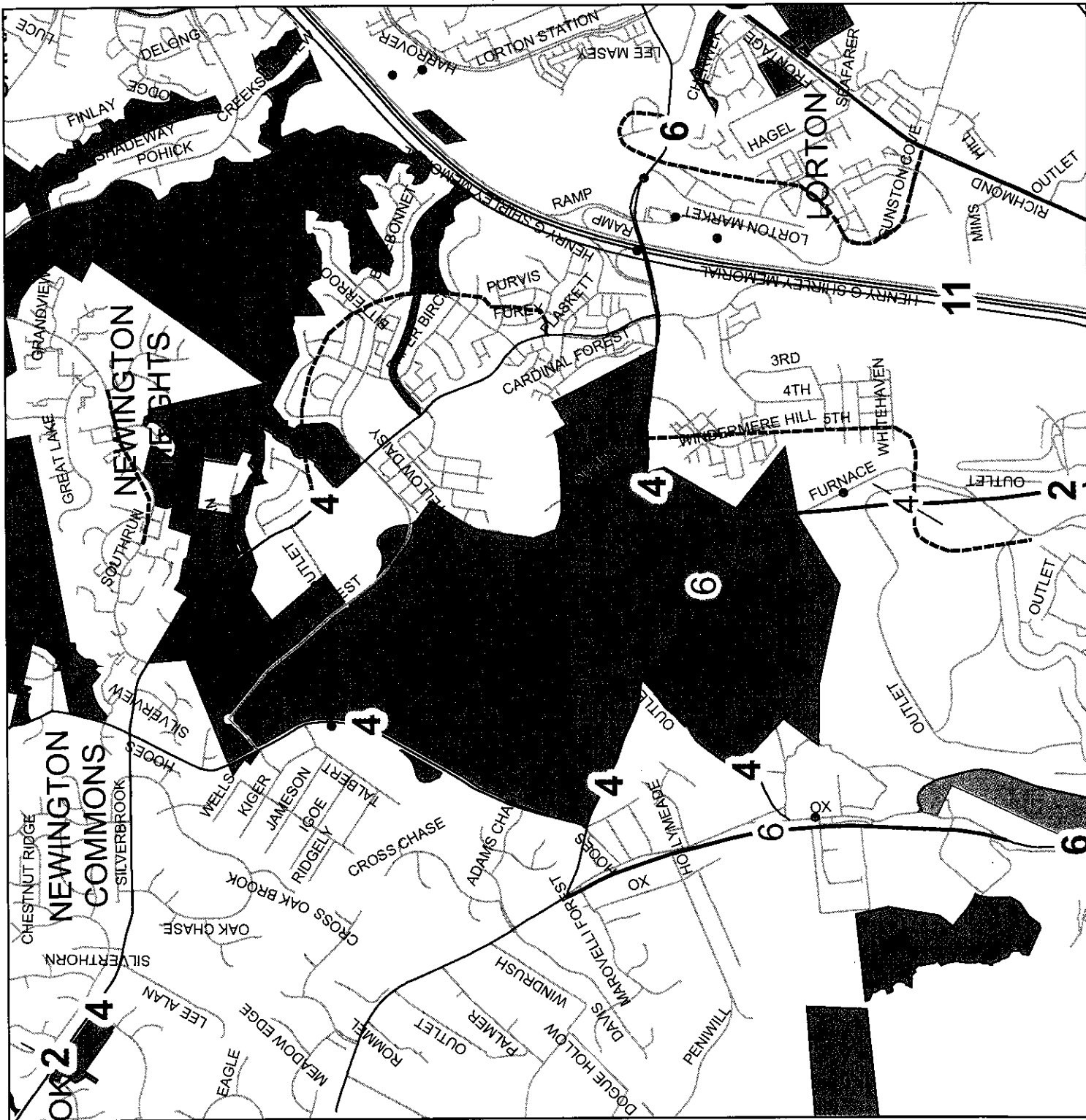
Legend

-  Parks - FCPA
-  ConstructArterial
-  ConstructCollector
-  WidenImproveArterial
-  WidenImproveCollector
-  Existing Streets



Note:

The adopted Transportation Plan shows the widening of Furnace and Lorton Roads to 6 lanes. The proposed Plan shows a portion of those roads to be widened to 6 lanes, and portions to be widened to 4 lanes.



DISCUSSION

Public Notification Prior to Installation of Artificial Turf

The use of artificial turf on athletic fields is an innovative method of increasing athletic field capacity by allowing fields to be used for games and practices year round, including during or immediately after most rain events. In addition, these surfaces provide a consistent, maintainable high quality playing surface that is less likely than a heavily used grass field to cause injuries related to an uneven surface. It is estimated that the increase in usage capacity gained from artificial turf surfaces is approximately 62% more than a lit grass field.

Artificial turf technology continues to improve and be tested in non-professional arenas such as on public park and school fields. This technology is an attractive alternative to serve increasing community needs where land appropriate for athletic field development is diminishing such as is the case in Fairfax County.

The funding investment in artificial turf fields is significant and therefore, selection of appropriate fields for artificial turf installation is an important consideration. Generally, only fields that are lit or planned for lighting are considered as locations in order to gain the best return on the artificial turf investment.

Currently, no change to a park master plan, public use determination (2232) or notification to adjacent property owners is required when artificial turf is added to an existing or planned athletic field. Extended play capacity allowed on these field types increases the amount of activity at the park facility. Park neighbors have expressed concerns that extended play capacity changes the park character and use patterns that were not anticipated at the time the park was master planned. Concerns were also expressed that extended usage increases the need for support facilities such as parking, restrooms and other park amenities to facilitate the increased usage.

The use of artificial turf fields is increasing in Fairfax County and makes this discussion timely. To date, outdoor artificial turf has been added to park athletic fields at E.C. Lawrence Park and Lewinsville Park. The current artificial turf program is supported through a matching funds program that utilizes the field allocation fees as the source of the County's portion of the match. This program will fund fields planned at Wakefield and Mason District Parks. Several public high schools have recently completed the installation of artificial turf at their stadiums. In addition, an artificial turf field was

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proffered in conjunction with a recent major rezoning action. Varying degrees of public interaction occurred with these respective artificial turf efforts. However, none required park or school master plan changes, 2232 public use determinations or notifications to adjacent property owners.

ENCLOSED DOCUMENTS:

None

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